

*Collective  
Bargaining  
Contract  
2007-2010*

*East Detroit Federation  
of Teachers*

*and*

*East Detroit Board  
of Education*

## INDEX

Academic Freedom 1.7 .....	1
Activity Sponsor Pay 5.7 .....	21
Adjustment of a Grievance 4.7 .....	20
Advance Sick Leave Allowance 7.12 .....	38
Advisory Committee for Athletics 5.13 .....	24
Agency Shop 2.9, 2.9.1, 2.9.2 .....	5
Annual Leave Allowance 7.1 .....	36
Annuities 6.4 .....	35
Appendix A Salaries .....	52
Appendix B Non-Athletic Supplements .....	56
Appendix C Non-Supplemental Clubs and Activities .....	57
Appendix D Athletic Supplements .....	58
Appendix E Instructional Hour Summaries .....	60
Appendix F Instructional Days .....	63
Armed Forces Duty 5.16 .....	25
Assignment and Placement of Students 3.5.1, 3.5.2 .....	10
Assignment of Duties 3.12 .....	13
Authorization Forms 2.6 .....	4
Athletic Program Consolidation 5.11 .....	23
Availability of Records 2.12 .....	6
Beneficiary Sick Leave 7.5, 7.6, .....	37
Board Agendas 2.15 .....	6
Board Nondiscrimination 1.10 .....	2
Board Required Examination 7.11 .....	38
Board Rights 4.3 .....	18
Building Use 2.21 .....	8
Calendar 10.1 .....	44
Clarification of a Grievance 4.2 .....	18
Collection of Past Dues 2.8 .....	5
Concerted Effort 3.5 .....	10
Conference Attendance 3.9 .....	13
Conference Release Time 2.16 .....	6
Contract Year Defined 12.5 .....	47

Counselors' Year 3.16.....	14
Date of Contract 1.1.....	1
Day Defined 12.3.....	47
Dental Insurance 6.8.1.....	35
Department Leader 5.20.....	25
Disciplinary Matters 2.14.....	6
District Information for Union 2.15.....	6
Early Release Federal or State 8.6.....	42
Elementary Class Size 3.24.....	16
Elementary Early Dismissals 10.3.2.....	45
Elementary Recess 3.17.....	14
Elementary Specials' Schedule 3.18.....	14
Employee Lists 2.5.....	4
English Class Size 3.5.3.....	11
Evaluation of Principal/Assistant Principal 3.15.....	14
Federal Reemployment Rights 8.7.....	42
Filling Vacancies 3.4.1.....	9
Filling Vacancies 30 day limit 13.4.1.....	50
Funeral Leave 7.13.....	40
Grading and Evaluation 3.6.....	12
Grievance Defined 4.2.....	18
Grievance Exclusions 4.6.....	20
Grievance Procedure 4.4.....	18
Hold Harmless Clause 2.11.....	6
Health Insurance 6.1.1.....	27
Immediate Family Defined 7.3.2.....	37
Improper Deduction 2.7.....	5
Integrated Staff 1.10.3.....	3
Job Sharing 13.2.....	49
Jury Duty 8.5.....	42
Leave Days Accumulated Over 150 7.5.....	37
Leaves of Absence 8.1.....	40
Leaves of Absence Extension 8.2.2.....	41
Legal Relief Clause 1.8, 1.8.1.....	2
Lessons Plans 3.27.....	17

Life Insurance 6.6.....	35
Limits of Contract 1.3, 1.4, 1.5 .....	1
Longevity 5.5.....	21
Master Degree (45 hours) 5.10 .....	22
Mentor Teachers 9.3.....	43
Middle School Art 3.5.9 .....	11
Mileage 5.17.....	25
Military Service Credit 5.14 .....	25
Notification of Absence 7.9 .....	38
Notification of Sick Leave Accumulation 7.8 .....	38
Nurses 14.1.....	51
Nurse Leader 14.2 .....	51
Optical Coverage 6.5 .....	34
Outside Credit 5.6.1 .....	22
Pay Options 5.8.1.....	22
Personnel Directory 3.11.....	13
Personnel Files 3.1 .....	9
Political Action 2.4.1.....	4
Postgraduate Credit 5.2 .....	21
Posting Vacancies 3.4.1, 3.4.2.....	9
Preparation Period Defined 12.6.....	47
Preparation Period Use 10.5 .....	46
Preparation Time for Teachers & Nurses 3.22, 3.22.1, 3.22.2, 3.22.3.....	15
Prescription Coverage 6.4 .....	33
Principal Defined 12.1 .....	47
Probationary Teachers Evaluation 9.1, 9.2 .....	42
Prohibition of Individual Bargaining 2.2 .....	3
Purpose of Grievance Procedure 4.1 .....	18
Recall 13.3 .....	50
Recognition 2.1 .....	3
Records Day 10.4 .....	45
Release Time for Union Officers 2.17, 2.17.1, 2.17.2, 2.17.3.....	7
Relief of Non-teaching Duties 3.3 .....	9
Reserve Teachers 13.5.1.....	50
Resource Teachers 3.5.6.....	11

Retirement, Sick Leave Pay 7.7 .....	38
Return from Leave of Absence 8.3.1, 8.3.2 .....	41
Rights of the Board 1.6 .....	1
Right to Consultation 2.14 .....	6
Salary Lane Changes 5.3, 5.3.1 .....	21
Scheduling of Elementary Specials 3.18.....	14
School Closing 7.15 .....	40
School Defined 12.4.....	47
Secondary Class Assignments 3.5.5.....	11
Secondary Class Sizes 3.5.4 .....	11
Secondary Consecutive Periods Assigned 3.23.1 .....	15
Secondary Staff Meetings 10.3.1 .....	45
Seniority Defined 12.8.1 .....	47
Severance 5.18 .....	25
Sick Bank 7.12 .....	38
Sick Leave, Limits on Accrual 7.8 .....	38
SISS, Changes of Experimental Nature 3.25, 12.9.....	16, 48
Special Conference 2.20.1.....	8
Special Courses 3.5.10 .....	11
Special Education Staff Facilities 3.5.7 .....	11
Special Education Special Classes 3.20.1 .....	14
Special Education Substitutes 3.19.....	14
Staff Building Meetings 10.3 .....	45
Staffing Procedure 13.1.1 .....	48
Standing Committee for Educational Program 3.7.1 .....	12
Strike and Picket Prohibition 1.9 .....	2
Student Code Teacher Representative 3.8.....	12
SubFinder (Substitute Answering Service) 7.9.....	38
Substitute Pay 5.4 .....	21
Summer School 11.1, 11.2, 11.3, 11.4, 11.5 .....	46
Supplemental Contracts 5.11, 5.12, 5.13.....	23
Teacher Assaulted 3.28.1 .....	17
Teacher Defined 12.2.....	47
Teacher Preparation Facilities 3.14 .....	13
Teacher Reporting Time 3.23 .....	15

Teacher Responsibility for Property 3.13 .....	13
Teacher Work Year 10.1 .....	44
Teaching Load 3.21.1 .....	14
Teaching Vacancies 3.4.1 .....	9
Tentative Course Assignments 3.2 .....	9
Terminating Contract 13.4.....	50
Termination of Contract 1.2.....	1
Transfer Requests 13.6.....	51
Transfers - Voluntary/Involuntary 3.4.5 .....	10
Union Bulletin Boards 2.18, 2.18.1.....	7
Union Conference Days 2.16 .....	6
Union Dues Deductions 2.3, 2.4 .....	3
Union Membership 1.10.2 .....	3
Union Nondiscrimination 1.10.1 .....	2
Union Use of Materials 3.10.....	13
Unused Sick Leave Allowance 7.2 .....	36
Use of Leave Days 7.3.....	37
Use of Mail Boxes 2.19 .....	8
Vacancy Defined 12.7 .....	47
VISTA Credit 5.16 .....	25
Vocational Cooperative Component 5.9 .....	22

**ARTICLE 1**  
**PURPOSE & SCOPE**

1.1 This agreement entered into this December, 2007 by and between the Board of Education and the East Detroit Public Schools, Macomb County, MI, hereinafter called "the Board" and the East Detroit Federation of Teachers, hereinafter called "the Union" shall continue in force and effect until 11:59 p.m., August 31, 2010.

1.2 Negotiations with regard to a new contract shall commence not later than sixty (60) days prior to the expiration of the Agreement. No provisions of this contract shall be retroactive prior to the date of this contract unless otherwise specifically stated herein.

1.3 While this contract is in effect, the Board shall not be obligated to negotiate subjects waived by the Contract, claims based on oral agreements and matters not in the Contract that were covered by negotiations or within the contemplation of the parties.

1.4 This agreement shall supersede any rules, regulations, practices or policies of the Board which shall be contrary or inconsistent with its terms.

1.5 This agreement supersedes any Letter of Understanding or agreements entered into between the parties unless otherwise incorporated into this contract.

1.6 This agreement is not intended to abrogate the statutory power of the Board of the School District to make reasonable rules and regulations, to manage and to direct all the operations and activities to the full extent authorized by law, relative to anything whatever necessary for the proper establishment, maintenance, management and carrying on of the public school system, and to seek injunctive relief for violations of the provisions of this Collective Bargaining Agreement.

1.7 The board shall not interfere with the private lives, personal beliefs, academic and professional freedom of teachers, providing the teachers' private lives, beliefs and exercise of

academic and professional freedom do not detrimentally reflect upon the reputation of the School District. The Board shall exercise its powers and authority towards establishing freedom to teach under the best possible conditions.

1.8 This agreement is subject in all respects to all applicable Federal and State laws with respect to the powers, rights, duties and obligations of the Board, the Union, and the teachers in the Bargaining Unit, including any amendments that may hereafter be made during the life of the contract, and whenever the terms of this agreement shall at any time be held to be contrary to the law by a competent court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all provisions of this agreement shall continue in effect.

1.8.1 In the event this agreement or any part of it shall at anytime be held contrary to such laws, the parties will meet to renegotiate the items in question.

1.9 During the term of this contract, there shall be no strikes or picketing. Neither the Union nor its members shall sponsor picketing. Nothing contained herein shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to, and does not interfere with, the full, faithful and proper performance of the duties of employment.

1.10 Neither the Board nor its agents shall discriminate against any teacher on the basis of religion, race, color, national origin, sex, height, weight, handicap, marital status, political activities or membership or participation in the activities of any employee organization.

1.10.1 The Union agrees to admit all teachers to its membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, handicap, marital status, or prior membership or past participation in the activities of any employee organization.

1.10.2 Membership in the Bargaining Unit shall not be required as a condition of employment of any teacher with the Board. Further, nothing herein shall prohibit or require any teacher from being a member of or participant in the activities of the Unit except as required by the provisions of this Contract.

1.10.3 The Board shall seek out and hire a certified integrated Staff reflective of all races.

## **ARTICLE II RECOGNITION AND UNION RIGHTS**

2.1 Pursuant to and in accordance with all applicable provisions of Act 176 of Michigan Public Acts of 1939 (M.S.A. 17.454 (1)-(22) as amended by the provisions of Act 336 of Michigan Public Acts of 1947 (M.S.A. 17.455 (1)-(8) up to and including Act 379 of the Michigan Public Acts of 1965 (M.S.A. 17.455), and Act 282 of 1965 (M.S.A. 17.454 (10.4)-(32)), the Board does hereby recognize the East Detroit Federation of Teachers as the exclusive representative of all certified instructional personnel, including alternative education, school nurses, the vocationally certified nurse, vocationally certified instructors, and the following special services personnel: Social Workers, Speech Pathologists and Psychologists; excluding Supervisors, Superintendent, Assistant Superintendent, Administrative Assistants, Directors, Principals, Assistant Principals, Department Chairpersons, and all other employees.

2.2 No person or persons shall bargain individually or collectively with the Board concerning any position within the bargaining unit nor any terms or conditions of the agreement except through the authorized representatives of the Union.

2.3 Upon filing with the employer of a written request authorizing payroll deduction, signed by the individual teacher, the Board shall during the term of this agreement and any extension or renewal thereof, deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of such teacher.

2.4 One-twentieth (1/20) of the annual dues shall be deducted from a teacher's salary commencing with the second pay period immediately following commencement of school in the fall and an equal sum for the nineteen next succeeding pays. Except as set forth in the preceding sentence, checkoff deductions shall be deducted from the first pay of the teacher in the month immediately following execution and filing of an Authorization for Payroll Deduction. Such fees accompanied by a list of employees from whom the Board has made deductions and the amount deducted from each shall be forwarded to the appropriate Union Treasurer no later than thirty (30) days after the first day of October and February of each year.

2.4.1 The Board shall deduct a uniform voluntary contribution to the AFT-Michigan and/or EDFT/PAC from teachers' salaries upon written authorization of the teacher.

The authorization list shall be filed by the Union at the Administrative Services Office by November 1. Deductions shall commence with the first payday following December 1 and continue for ten pays.

2.5 The employer shall forward to the Union a list of all employees within the bargaining unit indicating their seniority date and building assignment within sixty (60) days following the opening of school. Further, the employer shall notify the Union of any changes in the above.

2.6 Individual authorization forms are to be furnished by the Union and when executed, filed by the Union with the Administrative Office. Authorizations once filed with the Administrative Office shall continue in effect until revoked by the teacher on a form available from the Union and filed with the Administrative Office. At least thirty days prior to the beginning of each school year, the Union shall give written notification to the Administrative Office of the Board of the amount of its dues which are to be deducted in that school year under such authorization. The amount of deductions for such dues shall not be subject to change during that school year.

2.7 The Union agrees to reimburse any teacher for the amount of any monies paid to the Union by the Board which payment is, or may be determined to be, improper, and the Union agrees to hold the Board harmless from claims of improper deductions.

2.8 In the event a teacher receives a back pay settlement, or award for any calendar month for which there has not been a dues or agency fee deduction, a deduction for each month shall be made from such settlement or award.

2.9 Each member of the Bargaining Unit shall be free to join or not to join the Union, and no person shall be penalized for not becoming a member of the Union. Upon employment, each eligible candidate shall either:

2.9.1 Be a member of the Union and execute an authorization for payment of Union dues, or execute an authorization for payment of an agency fee in accordance with prevailing law. These dues/fees shall be paid to the Union for benefits received by the member as a result of collective bargaining and other services on his/her behalf by the Union. Such authorization shall be executed within twenty-one (21) calendar days following the presentation of The Application for Continuous Membership. The employee may opt to make an advance direct payment to the Union in lieu of payroll deduction.

2.9.2 If a member of the Bargaining Unit refuses to execute an authorization permitting deduction by the employer, the service fee will be automatically deducted from the employee's salary.

2.9.3 If a current member no longer chooses to retain his/her membership in the Union, he/she has an annual window of time (21 calendar days from the official Staff Return Day) in which he/she may choose to sign an authorization for the withdrawal of the Agency Fee.

2.10 With notification to the employee of any monies owed either the Union or the school district, monies may be automatically deducted from the employee's salary.

2.11 The Union agrees to reimburse the Board for the amount of any money deducted by the Board and paid to the Union, which deduction is, or may be determined to be illegal and improper, or is in excess of a proper deduction. The Union further agrees to hold the Board harmless for any claims, deductions, costs and attorney fees incurred by the Board in connection with this article of the contract.

2.12 The Board shall provide to the Union, upon request, any and all information as required by law.

2.13 Whenever meetings, grievance proceedings, conferences or negotiations are mutually scheduled by the parties to this contract, members mutually scheduled to participate during working hours shall suffer no loss in pay and substitutes shall be provided if necessary.

2.14 Nothing in this contract shall be construed to prohibit any teacher, Union representative, or Union Committee from consulting with administrative officials at mutually scheduled times.

2.14.1 Teachers required to meet with the Administration on disciplinary matters shall be so informed and shall have union representation at said meeting if so requested by the teacher.

2.15 Board agendas and the Superintendent's Report shall be provided for the Union President, the Executive Vice President and copies shall be sent to each Union Building Representative for posting on the Union bulletin board.

2.16 Conference days: The Union is granted thirty-five (35) union business conference days which may be used by such member or members of the bargaining unit as the Union President, in his sole discretion, shall determine. The Union shall provide twenty-four (24) hours advance notice in writing relative to the above. These days shall be used in units no less than one-half day in length.

2.17 The Union President shall be released half time. The Union shall reimburse the Board of Education for retirement costs as per State Retirement Board Regulations.

2.17.1 If the Union President is from the secondary level, he/she shall be assigned two (2) teaching periods and one (1) preparation assignment. He/she shall be released for three (3) teaching periods exclusive of lunch. If the President is from the elementary level, he/she shall be assigned one-half day and shall be released one-half day exclusive of lunch.

2.17.2 The Union Treasurer shall be released one (1) day per month from September to June. The Union shall reimburse the district for the daily salary of the substitute teacher assigned to teach the Treasurer's classes.

2.17.3 The Union President may, upon written notification to the Superintendent prior to April 15<sup>th</sup> staffing, reduce union release time for the ensuing school year.

2.18 The Board shall provide exclusive, prominently placed, bulletin boards in each building, which may be used by the Union for posting notices of the following types:

1. Notices of recreation and social events;
2. Notices of Union elections;
3. Notices of results of Union elections;
4. Notices of meetings;
5. Collective Bargaining Contract;  
Amendments and Supplements;
6. Union literature;
7. Professional literature.

2.18.1 Notices posted on the Union bulletin board shall bear the written approval of the school building Union representative as shown by his initials or signature.

2.18.2 The bulletin board shall be identified with the name of the Union, and the authorized building representative of the Union shall be responsible for posting.

2.19 The Union shall have the right to place material in the mail boxes of all teachers and other professional employees.

1. Material detrimental to the employer and employee relationship shall not be placed in mail boxes.
2. A copy of material for general distribution shall be given to the building principal and Superintendent.
3. All material placed in the mail boxes shall contain on it the identity of the sender.
4. The Union, Teachers or the Board shall not use the school mail boxes for distribution of local school board candidates' campaign materials.

2.20.1 Special Conferences shall be arranged between the local president and Superintendent or his/her designee. Such meetings shall be between not more than two representatives of each party unless additional representation is mutually agreed upon, in advance, by the parties.

2.20.2 Arrangements for such special conferences shall be made in advance and a written agenda of the matters to be taken up in the meeting shall be presented at the time of the conference. The Union members shall not lose time or pay for the amount of time spent in such special conferences held during working hours.

2.21 The Union may use a building without charge, provided there is no additional cost to the Board, for employee membership meetings and with the consent of the appropriate building principal providing such use does not interfere with the educational program of the Board. The union agrees to reimburse the Board for any damage.

## **ARTICLE III**

### **INDIVIDUAL SECURITY AND WORKING CONDITIONS**

3.1 Each teacher shall have the right to review the contents of his personnel file; he/she shall have the right to have a union representative accompany him/her in such review. All such reviews shall be made in the presence of the Superintendent or his/her designee. Confidential credentials from universities normally sought at the time of employment are specifically exempt from such reviews. A teacher shall be permitted to reproduce any material in his/her file which is not confidential.

3.2 Tentative grade/department assignments for the next school year shall be posted thirty (30) days following the annual staffing of certified personnel for the school district.

3.3 In an attempt to relieve teachers of clerical and non-teaching duties relating to their teaching assignment, one four (4) hour office co-op will be assigned to each elementary building for the use of the teaching staff.

3.4.1 Teaching vacancies, for the ensuing school year, which occur after staffing will be posted in all buildings on the Union bulletin boards for ten (10) days. Tenured candidates currently employed will be given the opportunity to apply for transfer to these positions based on qualifications, experience and seniority in that order.

3.4.2 Vacancies or new positions which occur after the opening of school will be posted for a period of five (5) business days. Tenured candidates currently employed will be given the opportunity to apply for these positions based on qualifications, experience and seniority in that order. Any position vacated by transfer of a previously staffed position, after the opening of school, will not be posted. Postings of newly created positions will not be generated after the fourth Friday of school. Vacancies for the secondary level known prior to the beginning of the second semester will be posted.

3.4.3 If there are no eligible candidates for posted positions from the current teaching staff, positions will be filled consistent with the recall provisions of 13.3 if applicable.

3.4.4 Notice of vacancies occurring during the summer shall be sent to teachers who file their names and mailing addresses with the Superintendent or his/her designee prior to the last student day of the school year.

3.4.5 Voluntary and involuntary transfers may be employed so as to eliminate the need for a new hire in filling a vacancy; however, transfers will not be permitted that will result in a new hire while teachers remain on layoff.

3.4.6 Teaching vacancies, of one period or less, which may occur during the course of the school year, i.e. special class offering during the normal school day, will be posted in the building, for building staff only on the union bulletin board, for a period of at least five school days. Candidates will have five school days to apply for the posted position. Every properly certified applicant shall be entitled to an interview. If all certified applicants are currently fulltime, then the district at it's option may hire part-time faculty.

3.4.7 If it becomes necessary, due to scheduling students, to begin a class offering prior to the timelines in the posting procedure then a substitute teacher will be hired until an applicant is hired.

**With regard to Section 3.5 through 3.5.15, the Board shall make a concerted effort to:**

3.5.1 To assign no more students to a classroom than there are student work stations.

3.5.2 Placement of students shall be entrusted to the integrity and judgment of the professional staff of each building, who shall assess the total ability of the pupils. In reaching such a determination, the involved professional staff of the building shall take into consideration the reading ability of the students.

3.5.3 To assign no more than one hundred (100) English students per secondary English teacher per day.

3.5.4 Class size: Grades 6-12

The Board of Education shall make a concerted effort to make the minimum standards set by the North Central Accrediting Association for teacher/pupil ratio.

3.5.5 In the secondary schools, to assign not to exceed three (3) different subject preparations per secondary teacher unless the teacher desires otherwise. Classes using different officially adopted textbooks shall be considered different preparations.

3.5.6 To employ two (2) permanent resource teachers in an effort to upgrade substitute teaching in special fields.

3.5.7 To provide adequate office space, adequate space for special service, confidential phone facilities, adequate staff, and sufficient secretarial help, class size and class loads to meet State Special Education standards.

3.5.8 To provide one room in each elementary building for teaching art, and one room in each elementary building for teaching vocal music.

3.5.9 To establish a program with an appropriate budget to expose students to experiences that will enrich their understanding and appreciation of art. Art shall be offered at the middle school level.

3.5.10 To provide students showing unusual interest and ability an opportunity to elect additional courses.

3.5.11 To assign an elementary special teacher not more than twenty-six (26) sections.

3.5.12 To not assign High School teachers a B-lunch for two consecutive years without the teacher's request or approval.

3.5.13 To give priority to applicants for the position of counselor with at least five (5) years teaching experience.

3.5.14 To limit substituting by Special Subject Teachers in a regular classroom to no more than twice per semester.

3.5.15 Administration shall insure that all elementary classrooms are covered with a substitute teacher before substitutes are placed in special subject classes.

3.6 Teachers may make recommendations relative to grading and evaluation methods to the Superintendent or his/her designee who shall consider these recommendations.

3.7.1 A standing committee consisting of teachers from various levels and the administration but whose majority shall be teachers, shall continue to function for the purpose of improving the total educational program. The committee may establish and appoint subcommittees.

3.7.2 Teachers shall participate in changes or additions in curriculum, instructional materials, instruction or textbooks and shall have representation on all committees involving these areas. When district wide committees are called in these areas, teacher participants will be appointed by the Union President. Suggestions may be offered by Director of Instruction or an appropriate administrator.

3.8 The Federation President will appoint a teacher representative from the elementary, middle school and secondary level to serve on the Student Code Committee.

3.9 Attendance at conferences, workshops, and conventions is desirable to maintain and improve professional competence and proficiency and to enhance the educational program of the School District. Teachers shall be encouraged to participate in such meetings. The Board will attempt to make available and post in all buildings a list of all educational conferences and conventions received by the administration in sufficient time so that teachers may make application and shall allocate to the teachers in each building a conference budget to be used for teachers attendance at educational conferences and conventions. Decisions relative to the spending of these monies shall be made by the building principal in consultation with the staff. The building principal shall make a monthly written statement of expenditures and uses.

3.10 The Union agrees to reimburse the School District for the use of expendable materials used by the Union.

3.11 Personnel Directory

It is the responsibility of the employee to keep the school district informed of his/her current mailing address and other pertinent information. Such information shall remain confidential unless otherwise authorized by the employee. A teacher's name, address and phone number shall be published in the personnel directory unless the teacher indicates on the school directory card that his/her address and/or phone number shall be withheld. The personnel directory shall be published and distributed annually in the Fall.

3.12 A teacher, with his/her consent, may be assigned a duty during his/her preparation period and/or during his/her lunch period.

3.13 Unless a teacher is negligent, he/she shall not be held liable by the Board for property loss or damages.

3.14 Teachers may use classrooms, lounges, or a room with a library atmosphere for preparation periods.

3.15 Teachers in a school may make written evaluations of their principal and/or assistant principal(s). Such evaluations shall be identified as to the evaluator and shall be sent directly to the Superintendent of Schools by the person making the evaluation.

3.16 The counselors' year shall contain fifteen (15) working days more than the normal teachers. The student counselor ratio shall be 450/1.

3.17 Grades kindergarten through five, inclusive, may have recess both morning and afternoon, if feasible within the physical structure and playground area.

3.18 The elementary specials' schedule shall be constructed by a committee of two (2) special teachers selected by the Union President and two administrators selected by the Superintendent. Once completed, it shall be implemented as developed in all schools. Should conditions change such that a permanent deviation is necessary, approval by the committee is required.

3.19 The Board of Education will attempt to employ substitute teachers with training and/or experience in special education. To this end, selected substitutes may be required to receive appropriate inservice training in all aspects of East Detroit special education classrooms.

3.20.1 Children in elementary Special Education classes shall attend existing special classes unless not deemed appropriate by IEPT.

3.20.2 Children in other Special Education classes shall attend existing art, music, library and physical educational classes unless not deemed appropriate by IEPT.

3.21.1 The normal weekly teaching load for all teachers will not exceed twenty-five (25) pupil contact teaching hours.

3.21.2 High School teachers shall have a daily duty free lunch period.

3.21.3 Middle school teachers shall have a daily duty free lunch period within the established guidelines of the middle school day.

3.21.4 Elementary teachers shall have a 50 minute daily duty free lunch period.

3.22.1 High School teachers shall have a daily duty free preparation assignment equivalent to a normal class period.

3.22.2 Middle school teachers shall have a daily duty free prep period equivalent to a normal class period. In addition, team planning periods will be scheduled within the guidelines of the middle school day.

3.22.3 Elementary teachers may use a minimum of fifty (50) minutes a day as duty free preparation assignment during which their classes are scheduled for special classes including but not limited to art, music, physical education or library.

3.22.3 Nurses shall have a 45 minute prep time at the end of the day for the purpose of completing their necessary paperwork and reports. They will remain, however, in their scheduled assignment during this time and will be available for emergencies. In addition, with approval, nurses will have the flexibility to schedule joint meetings during early release and record days when students are not in school.

3.23 All teachers report for work, at their classroom, ten (10) minutes before their first assignment. All teachers are to remain in their building five (5) minutes after the close of the student day.

3.23.1 No more than four (4) consecutive periods will be assigned a secondary teacher without his/her consent.

3.24.1 The maximum class size in East Detroit Schools shall be as follows:

K-1 .....	25
2 .....	28
3-4-5.....	30
Split 1-3.....	22
3-5.....	25

3.24.2 Special Education classes shall meet the standards prescribed by state law. Exceptions may be made for specialized instruction or experimental instruction, or that type of lecture, study hall, instruction, or subject matter which permits larger class sizes such as commercial, vocal, or instrumental music, physical education, and industrial or vocational classes. Elementary teachers in grades kindergarten through five, excluding the areas of art, music, physical education, library and band, shall not be assigned to teach more than one grade in a school year. No teacher in the elementary schools shall be required to assume the duty of teaching a split grade class without his/her consent. If no teacher accepts the split class, then the building administrator may select a teacher to teach the split class.

3.24.3 Should any classes exceed these limits after the September student membership count, the prescribed limits will be met by means of the following:

- a. Transfer of student(s) to other section(s).
- b. If class overage is still present and limited to one (1) student, allocation of \$50.00 for purchasing of instructional materials by the teacher, with approval of building principal.
- c. If class overage is more than one (1) student, payment of \$15.00 per student overage, per week, to the teacher, with payment made semiannually.

3.25 Any change of an experimental nature involving the instructional program or organizational structure within a building, which may affect working conditions, as defined in the contract must be presented to the School Improvement Study Session for review and recommendation.

The Superintendent shall consider the recommendation and shall give written reasons for rejecting any such recommendation.

Upon approval of the Superintendent, the program will be presented to the Board of Education for final approval. The presentation will include SISS recommendations. SISS will also have an opportunity to independently present opposing recommendations to the Board of Education, if it so chooses.

3.26.1 The EDFT recognizes and endorses the fact that it is the professional responsibility of all teachers to participate in the annual evening open house and/or evening parent/teacher conference nights, not to exceed two (2) evening activities per school year in the secondary and (3) evening activities per year in elementary. Early dismissal will be scheduled the day of the evening activity in the elementary.

3.26.2 Teachers unable to attend the evening activities will lose one-half (1/2) day, per occasion, from their annual personal leave day accrual.

3.26.3 Teachers unable to attend an evening activity, will advise their building principal at least 24 hours before the scheduled activity. Teachers not attending a parent/teacher conference night will contact all parents who have requested a conference during the conference evening.

3.27 All teachers will develop lesson plans for his/her classes and have them available for review by their building administrator.

3.28.1 A teacher assaulted by a student shall be notified of the district's policies with regard to student assault.

3.28.2 If the principal is informed of a serious threat to do harm against a teacher, and the principal believes it may be carried out, the principal will inform the teacher of the situation and the results of any investigation.

3.28.3 The teacher may be a witness at a board level hearing regarding the alleged assault or threat.

## **ARTICLE IV GRIEVANCES**

4.1 The primary purpose of this procedure shall be to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any teacher to discuss an alleged grievance with any appropriate member of the administration.

4.2 A "grievance" is defined to be any difference that may arise between the parties hereto as to:

1. Any matter relative to pay, hours of employment and other conditions of employment;
2. Any matter or disagreement regarding the application or interpretation of this agreement.
3. Any unilateral change or addition in policy or practice by the Board which may affect wages, hours or other conditions of employment.

4.3 The Board retains and reserves all powers, rights, authority, duties and responsibilities vested in it by the laws and Constitution of the State of Michigan and the Federal Government, limited only by specific and express terms of this agreement. The Board retains all rights not in conflict with this agreement.

4.4 The number of days indicated at each step should be considered as suggested maximum guidelines and every effort should be made to expedite the process. Time limits may be extended only by mutual consent.

## **PROCEDURE**

### **STEP ONE**

If an employee or the Union has a complaint, it shall be addressed in one of the following ways;

- a. The employee may discuss it with the immediate supervisor individually;
- b. The employee may discuss it together with the Union representative and the immediate supervisor;
- c. With the immediate supervisor through the Union representative.

If the Union is not satisfied with the results of such discussion, the complaint shall be reduced to writing within fifteen (15) days of the alleged occurrence of the complaint at which point it shall become a grievance. The supervisor shall provide a written disposition within three (3) days from the receipt of the written grievance.

### **STEP TWO**

In the event the Union is not satisfied with the disposition of Step 1, the Union President or his/her designee, may appeal to the Superintendent within five (5) days after receipt of the disposition of the supervisor.

The Superintendent shall meet and confer on the grievance with the Union President within six (6) days after receipt of the appeal. A written disposition shall be issued by the Superintendent within five (5) days after the conference.

### **STEP THREE**

- (a) The Union may, within ten (10) days after receipt of the written reply of the Superintendent, request arbitration by written notice to the Superintendent. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Board and the Union within thirty (30) calendar days after written notice has been given to the Superintendent. If the parties fail to agree as to the arbitrator, an arbitrator shall be selected by the American Arbitration Association (AAA).

(b) The decision of the arbitrator shall be final and binding on the parties. Guidelines for the proceedings shall be within the parameters established by AAA labor arbitration rules.

Fees and expenses for the arbitrator only shall be borne equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses.

4.5.1 Failure of the administration at any step of the grievance procedure to render its disposition on a grievance within the specified time limit(s) shall move the grievance to the next step in the grievance procedure.

4.5.2 Failure of the Union to process its claim within the time limit(s) specified shall be deemed to be satisfaction on the part of the Union with the disposition of the grievance by the Board at any previous step.

4.6 The following matters shall not be the basis of any grievance:

1. Termination of services or failure to re-employ by the Board of any probationary teacher.
2. Any complaint for which there is another remedial procedure, or a form established by law or by regulation having the force of law or by regulation including any matter subject to the procedure specified in the Teachers Tenure Act (Act 4 of Public Acts, Extra Session, of 1937 of Michigan as amended M.S.A.(15.1971,etc.);
3. Promotions and hiring, providing the procedures established by the provisions of this contract for promoting and hiring were followed.

4.7 No decision or adjustment of a grievance shall be contrary to the provisions of this agreement.

## **ARTICLE V SALARY**

5.1 The base salary schedule for 2007-2010 is as set forth in Appendix A.

5.2 The first eighteen (18) semester hours of the twenty (20) semester hours of post-graduate work must satisfy or must have satisfied the requirements of the State Board of Education for professional teacher's certification to be counted in the twenty (20) semester hours; and the other (2) semester hours must be of graduate character in the field of education (i.e., in education, in psychology, or subjects which are taught on the level of the teacher's certificate). The work beyond the masters degree must be of graduate character in the field of education taken in an accredited institution of higher education.

5.3 Movement from lane to lane shall be made at the beginning of each semester, when proper certification of work has been submitted to the Administrative Services by October 14 or March 14.

5.3.1 Undergraduate work, approved in advance by the Superintendent shall be credited on the salary schedule.

5.4 **Hourly Rate:** A regular teacher shall be paid \$21.48 per hour for substituting in 2007-08, \$21.91 per hour in 2008-09 and \$22.35 in 2009-10. In mutually agreed total or partial school programs necessitating rearrangement of students with the faculty intact (meaning that no teacher has left the school district), no additional compensation shall be paid.

5.5 **Longevity:** Teachers who have fifteen (15) years experience in the system (i.e. Years 16-20) shall receive \$1,800 each year, in addition to their contract salary. Teachers who have served more than twenty (20) (Years 21-25) years shall receive \$1,800 in addition to their contract salary. Teachers who have served more than twenty-five (25) years (Year 26 and higher) shall receive \$1,800 in addition to their contract salary.

5.6.1 **Outside Credit:** At the time of initial employment, up to five (5) years outside credit may be given for fully certified teaching experience outside the school district of the City of Eastpointe.

5.6.2 Fully certificated teachers in vocational education may receive salary credit up to five (5) years for work experience in the occupational area of their endorsement.

5.7 A teacher not covered by a supplemental contract shall be paid \$21.48 per hour for substituting in 2007-08, \$21.91 per hour in 2008-09 and \$22.35 in 2009-10 per hour if assigned for participation in or sponsoring of an approved activity after the normal school day where there is an admission fee charged.

5.8.1 Teachers shall select one of the following options:

1. 26 pays
2. 21 pays

5.8.2 They must inform the Administrative Services Office on forms provided within two weeks before school begins. Failure to comply defaults to the 21 pay schedule.

5.8.3 If the regularly scheduled pay day falls on a holiday or at a time when school is not regularly in session, every effort will be made to pay teachers prior to dismissal of school on the last day preceding the holiday.

5.9 Vocational teachers involved in vocational programs which have a cooperative component will be employed for a minimum of ten (10) days beyond the normal school year. Additional days of employment will be paid at the teacher's daily rate.

5.10.1 Completion of a university assigned forty-five (45) semester hour M.A. program shall be equivalent to the M.A.+15 lane on the salary schedule. Completion of a university assigned

sixty (60) semester hour M.A. program shall be equivalent to the M.A.+30 lane on the salary schedule.

5.10.2 Completion of a university assigned doctoral program of course work exclusive of an approved dissertation shall be equivalent to the M.A.+60 lane on the salary schedule.

5.11.1 Supplemental contracts shall be listed and calculated in accordance with Appendix B and C.

5.11.2 Supplemental contracts will be awarded on the basis of qualifications, experience with the sport or activity and seniority. Bargaining unit members will be given preference when qualifications and experience are similar.

5.11.3 In the event a non-bargaining unit member is selected over a bargaining unit member, the bargaining unit member shall have the right to appeal. Appeals will be made to a standing committee composed of two (2) administrators and two (2) bargaining unit member coaches. The decision of this committee will be final. A tie vote will result in a final decision being negotiated by the EDFT President and the Superintendent.

5.11.4 Teachers granted supplemental contracts shall not gain tenure in that assignment. Coaching positions are annual appointments. All coaches shall receive an annual evaluation of their performance. A mid-season evaluation may be given if a coach is in danger of non-renewal. Failure to renew shall be based upon the results of the evaluation. Failure to renew a coaching assignment may be appealed to the standing committee on athletic hiring mentioned in this section.

5.11.5 Supplemental contracts issued to non-bargaining unit members shall be reposted annually for two successive seasons. If no bargaining unit members apply, said supplemental shall not be re-posted except in accordance with established policy.

Supplemental contracts held by non-bargaining unit members during or prior to the 1988-1989 school year shall not be reposted unless in accordance with established policy.

5.11.6 Supplemental contracts for persons entering the field of coaching shall be based on the step level and salary lane according to actual years of paid coaching experience in that sport. No more than one (1) year of coaching experience may be earned in any one school year.

5.11.7 In the event that athletic programs must be consolidated, the coaching positions for each team shall be posted as a new position in accordance with the provisions of this contract.

5.11.8 All physical education teachers are encouraged to coach at least one (1) sport each school year.

5.12.1 Teachers receiving year round supplemental, as cited in Appendix B, shall be paid proportionately throughout the school year unless otherwise noted.

5.12.2 Teachers receiving seasonal supplemental pay contracts shall be paid in total at the conclusion of the last scheduled activity.

5.13 A permanent advisory committee for equal opportunity in athletics will be established to review the formula factors and their application, to make recommendations for change, retroactive to the current contract year. This joint committee shall consist of three (3) members of the Bargaining Unit, two (2) of them whom are holders of athletic supplemental contracts, and three (3) administrators. The bargaining unit members will be appointed by the Union President annually. In the event the Athletic Director or a coach feels there is a cause for a change, he/she may request, in writing, a review of the change. This request shall be filed with the Athletic Director by May 1. The committee will review all requests and forward its recommendation to the Superintendent and Federation President.

5.14 All currently employed teachers shall receive military experience credit for honorable service on active duty in the Armed Forces of the United States. This credit will be granted retroactively for all employees who held a teaching certificate at the time of such service. The maximum allowance for such experience on the salary schedule shall be two (2) years.

5.15 Experience on the salary schedule not to exceed two (2) years, may be granted to all teachers for service with VISTA or The Peace Corps. Employees must have held a teacher's certificate at the time of such service.

5.16 A teacher who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his reserve pay and his regular pay with the School District when he is on full time active duty during the normal school year (provided proof of service and pay is submitted) for a maximum of two (2) weeks per year, except in the case of an emergency approved by the Board, who may extend the time.

5.17 Travel mileage will be paid to those members of the bargaining unit who regularly use their personal automobile in the performance of the duties (exclusive of travel to and from their residence). Said reimbursement will be at the rate of 35 cents per mile.

5.18 A severance payment will be paid to teachers for each year of service in the district provided the teacher is eligible for retirement and makes application to the Michigan School Employees Retirement System. Severance payment shall be \$400 for each year of service.

5.19 Teachers must mentor for full year to receive the full mentor stipend. If a teacher does not mentor for the entire year, they will be paid on a prorated basis.

5. 20.1 Teachers will be allowed to provide input for the selection of the Department Leader. A Department Leader will be compensated for service at the rate of \$5,000 per year which includes three (3) additional days of service.

5.20.2 The District will provide a written job description for the Department Leader. To be eligible to be a Department Leader, the teacher must have a satisfactory evaluation as a teacher and, if applicable, as a Department Leader.

5.21.1 The High School Assessment Leader will be compensated at the rate of 3% of their contracted annual salary. Additionally, the Teacher will be provided one (1) hour of release time per day to carry out duties and responsibilities as Assessment Leader.

5.21.2 The District will provide a written job description for the Assessment Leader. The Assessment Leader shall be evaluated each school year by the principal. In the event of an unsatisfactory evaluation, the Assessment Leader may be removed from the position.

5.21.3 During the actual MEAP or MME testing period, the Assessment Leader will be released from all class responsibilities by being provided with a substitute teacher.

5.21.4 The Assessment Leader will be paid on the contracted per diem basis if required to report to work during a vacation period.

## **ARTICLE VI INSURANCE**

6.1.1 The Board shall pay the premium for health care coverage for the teacher who is head of household and his/her family, or the teacher not covered by a comparable hospitalization plan through his/her spouse. The Board shall not be required to provide hospitalization for an employee during extended periods except when the extended period is due to illness of the employee or sabbatical leave.

6.1.2 The Board of Education will provide a voluntary flexible benefit option to all employees.

6.1.3 The selection of the carrier shall be by the Board of Education with prior consultation with the Federation.

6.2.1 **OPTION 1:** The Board agrees to provide the following CORE PLAN (commencing March 1, 2008): Community Blue<sup>SM</sup> PPO Modified Plan 1 with a \$250/\$500 in-network deductible with \$10 office visits (no maximum). There will be a 50% co-pay for substance abuse treatment and private duty nursing. The policy includes a preventative health rider and 24 visits for chiropractic care. Out-of-network will incur \$500/\$1000 out-of-network deductible and 20% co-pay for general services, 50% co-pay for mental health care, substance abuse treatment and private duty nursing, maximum \$2,000 for one member and \$4,000 for two or more members per calendar year.

**OPTION 2 (Opt Out):** Employee chooses to "Opt Out" of insurance coverage. A "Plan Year" cash rebate of \$2400 will be paid to the employee (prorated at \$200 per month). Available only to those employees choosing to "opt out" of medical coverage. This option is available to employees providing adequate proof of outside insurance.

OPTION 2 is not available to an employee and his/her spouse, both of whom are employed in the district.

Each benefit description is intended as an easy-to-read summary. It is not a contract. For complete details of benefit terms, conditions, limitations, and exclusions please see your benefits contract.

### 6.3 Benefits-at-a-Glance for East Detroit Public Schools Community Blue<sup>SM</sup> PPO Modified Plan 1

This is intended as an easy-to-read summary. **It is not a contract.** Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by your plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and will be construed under the jurisdiction of and according to the laws of the state of Michigan.

#### Deductible, copays and dollar maximums

**Note:** Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a “low access area” by BCBSM for that particular provider speciality are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider’s charge.

	In-network	Out-of-network
<b>Deductible</b>	\$250 for one member, \$500 for the family per calendar year	\$500 for one member, \$1000 for the family per calendar year
<b>Copays</b> • Fixed dollar copays • Percent copays	\$10 for office visits	None
	50% for mental health care, substance abuse treatment and private duty nursing	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing
<b>Copay dollar maximums</b> • Fixed dollar copays • Percent copays – excludes mental health care, substance abuse treatment and private duty nursing copays	None	None
	Not applicable	\$2,000 for one member, \$4,000 for two or more members per calendar year

<b>Dollar maximums</b>	\$1 million lifetime per covered specified human organ transplant type and a <b>separate</b> \$5 million lifetime per member for all other covered services and as noted for individual services
------------------------	--

**Preventive care services** – \*Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year—**Not subject to deductible for in-network**

	<b>In-network</b>	<b>Out-of-network</b>
Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological exam	Covered – 100%*, one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-baby and child care	Covered – 100%* 6 visits, birth through 12 months 6 visits, 13 months through 23 months 2 visits, 24 months through 35 months 2 visits, 36 months through 47 months 1 visit per birth year, 48 months through age 15	Not covered
Childhood immunizations as recommended by the Advisory Committee on Immunizations Practices and the American Academy of Pediatrics	Covered – 100%*	Not covered
Fecal occult blood screening	Covered – 100%*, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%*, one per calendar year	Not covered

**Mammography**

Mammography screening	Covered – 100% after deductible	Covered – 80% after deductible
	One per calendar year, no age restrictions	

**In-network****Out-of-network****Physician office services**

Office visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 100% after deductible	Covered – 80% after deductible, must be medically necessary
Office consultations	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Urgent care visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary

**Emergency medical care**

Hospital emergency room	Covered-( <b>RIDER CB-ET \$0</b> )	Covered
Ambulance services – medically necessary	Covered – 100% after deductible	Covered – 100% after deductible

**Diagnostic services**

Laboratory and pathology services	Covered – 100% after deductible	Covered – 80% after deductible
Diagnostic tests and x-rays	Covered – 100% after deductible	Covered – 80% after deductible
Therapeutic radiology	Covered – 100% after deductible	Covered – 80% after deductible

**Maternity services provided by a physician**

Prenatal and postnatal care	Covered – 100% after deductible	Covered – 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and nursery care	Covered – 100% after deductible	Covered – 80% after deductible
	Includes delivery provided by a certified nurse midwife	

**Hospital care**

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	Covered – 100% after deductible	Covered – 80% after deductible
	Unlimited days	

	<b>In-network</b>	<b>Out-of-network</b>
Inpatient consultations	Covered—100% after deductible	Covered-80% after deductible
Chemotherapy	Covered – 100% after deductible	Covered – 80% after deductible

### **Alternatives to hospital care**

Skilled nursing care	Covered – 100%	Covered – 100%
	Up to 120 days per calendar year	
Hospice care	Covered – 100%	Covered – 100%
	Limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – medically necessary	Covered – 100%	Covered – 100%
Home infusion therapy – medically necessary	Covered – 100%	Covered – 100%

### **Surgical services**

Surgery – includes related surgical services	Covered – 100% after deductible	Covered – 80% after deductible
Presurgical consultations	Covered – 100% after deductible	Covered – 80% after deductible
Voluntary sterilization	Covered – 100% after deductible	Covered – 80% after deductible

### **Human organ transplants**

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100% after deductible	Covered – in designated facilities <b>only after deductible</b>
	Limited to \$1 million <b>lifetime</b> maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504); specific criteria applies	Covered – 100% after deductible	Covered – 80% after deductible
Kidney, cornea and skin	Covered – 100% after deductible	Covered – 80% after deductible

**In-network**

**Out-of-network**

**Mental health care and substance abuse treatment**

Inpatient mental health care	Covered - 100% after deductible	Covered – after deductible
Inpatient substance abuse treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Day/visit limits ( up to 60 days per calendar year with a lifetime maximum of 120 days)	
Outpatient mental health care Facility and clinic	Covered – 100% after deductible	Covered – 50% after deductible
	Physician’s office	Covered – 100% after deductible
Outpatient substance abuse treatment – in approved facilities	Up to 50 visits per calendar year with a lifetime maximum of 120 visits per member	
	Covered – 50%	Covered – 50%
	Up to the state-dollar amount that is adjusted annually	

**Other covered services**

Outpatient Diabetes Management Program (ODMP)	Covered – 100% after deductible	Covered – 80% after deductible
Allergy testing and therapy	Covered – 100% after deductible	Covered – 80% after deductible
Chiropractic spinal manipulation	Covered – 100% after deductible	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient physical, speech and occupational therapy	Covered – 100% after deductible	Covered – 80% after deductible
	Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered – 100% after deductible	Covered – 100% after deductible
Prosthetic and orthotic appliances	Covered – 100% after deductible	Covered – 100% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription drugs	Not covered	Not covered

Included riders	
Rider <b>CB-ET \$0</b> , emergency treatment copay requirement	Removes copay for facility services performed in a hospital emergency room.
Rider <b>CBD \$250-P</b> , deductible requirement for in-network services	Adds an <b>in-network</b> deductible of \$250 for one member, \$500 for the family each calendar year for most covered services provided by PPO providers. Amounts applied toward an annual deductible for out-of-network services also count toward the deductible for in-network services. However, deductible amounts for in-network services are not applied toward the deductible for out-of-network services.
Rider <b>CBD \$500-NP</b> , deductible requirement for out-of-network services	Increases out-of-network deductible from \$250/\$500 to \$500 for one member, \$1,000 for the family each calendar year.
Rider <b>CB-MHDV 0%</b> , mental health days and visits	Removes the copay for mental health care services (not substance abuse services). Replaces annual and lifetime dollar maximums for mental health care services and inpatient and residential substance abuse treatment with day/visit limits (up to 60 days per calendar year with a lifetime maximum of 120 days for inpatient mental health care and inpatient and residential substance abuse treatment; and up to 50 visits per calendar year with a lifetime maximum of 120 visits per member for outpatient mental health care).

Approved by BCBSM 12-20-07

#### 6.4 Prescriptions:

1. \$10 generic/\$10 brand formulary/\$20 brand nonformulary/\$10 mail order and Lifestyle Rx \$20 generic/\$40 brand. If an employee opts for brand name medication when a generic prescription is available, the employee shall pay the difference between the generic and brand. If a prescription is written for Dispense as Written when there is a generic medication available, the employee will pay the difference between the generic and the brand name medication. However, the prescribing

doctor may submit a letter of medical necessity which will be reviewed by Caremark. Upon approval by Caremark, the member will pay only the brand co-pay.

2. The employee will pay a \$0 co-pay for over the counter (OTC) equivalents of a prescription from a physician that are in the same therapeutic class as a prescription drug. Examples include: OTC Claritin, OTC Prilosec, OTC Loratadine and OTC Alavert, PPI (Proton Pump Inhibitors) and NSA (Non-sedating Antihistamine) drugs may be added to the OTC program in the future with a recommendation from our Pharmacy Benefit Manager and approved by the Insurance Research Committee.

6.5 **Optical Coverage:** The Board shall provide each teacher with optical insurance equivalent to B Standard Plan with MD Rider and two OD locations of the Co/op Optical Service. This plan will include:

- a. Complete eyeglass examination every 12 months by a Co/op optometrist, an affiliated ophthalmologist (subject to \$10 copay) or an affiliated optometrist (subject to \$10 copay). Note: Affiliate ophthalmologists perform diagnostic exams only, and do not give contact lens exams or dispense contact lenses or glasses)
- b. Medical referrals are subject to a \$10 copay and must be the result of an eligible eye exam from Co/op Optical Vision Designs for a previously undiagnosed condition, and must occur within 60 days of that examination.
- c. Once every 24 months based on eligibility, prescription lenses (in plastic) to include:
  - Single vision
  - Bifocal thru D35mm
  - Trifocal thru 7x28
  - Prism, if required
  - Tint: Plastic, any single color up to 30%
- d. One frame with a \$58 retail value or a \$58 allowance towards any frame of choice  
OR

- e. A \$125 allowance towards a contact examination, lenses, and professional follow-up care (in lieu of eyeglass services). \$55 will be applied toward exam and \$70 toward lenses.

6.6 **Life Insurance:** The Board shall provide each teacher with \$35,000 group term life insurance with double indemnity. The Core Medical Insurance policy includes a \$5,000 MEBS Member Basic Term Life Insurance policy and a \$2,000 Dependent Basic Term Life Insurance policy.

6.7.1 The Board shall provide for each member of the bargaining unit payroll deductions to purchase tax shelter annuities.

6.7.2 Carriers will be limited to those having ten (10) or more employee subscribers and providing direct billing to the district.

6.7.3 Deductions will be taken in either twenty-four (24) or nineteen (19) pays per year with no more than two (2) adjustments annually.

6.8.1 **Dental Insurance:** The Board shall provide dental insurance coverage with premiums not to exceed \$75 per employee per month as outlined. Coverages for Class I, II and III benefits shall be at 80% of reasonable charges.

6.8.2 If a member chooses a "50% of reasonable charges option" or chooses to "opt out" of the dental coverage, a \$150 or \$350 payout respectively will be contributed by the employer toward the member's uninsured health care reimbursement account (UHCRA).

6.8.3 Each family member is entitled to annual maximum benefit of \$1,500 every plan year.

#### CLASS I

Preventive includes regular examination, x-rays, treatment for pain relief, cleaning and flouridation, and children's space maintainers.

## CLASS II

Restorative includes fillings and crowns, root canals, treatment of gums and bones, surgical extractions, adjustments and relining of existing dentures and related general anesthesia.

## CLASS III

Construction of dentures and bridges includes removal and replacement.

## **ARTICLE VII LEAVE DAYS**

7.1.1 Eleven (11) leave days shall be granted to a teacher for each year of this contract. A teacher may use his/her annual leave allowance for any reason, except outside employment, upon two days written notice whenever possible upon approved forms to the Superintendent of Schools, except the days immediately preceding and following a legal school holiday (legal school holiday shall be defined in the Annual School Calendar) and during the first and last week of the school year, except for serious illness. Reasonable limitation may be placed upon requests for leave in excess of three consecutive days. The leave days will be advanced, however, they are earned at the rate of two leave days in the first month and one leave day per month after that. A teacher not completing the school year will not earn the full eleven (11) days and if their usage of the days exceeds the amount earned, he/she will be deducted pay for the unearned days. A first year teacher shall be advanced five leave days in September and six additional leave days in the beginning of the second semester.

7.1.2 Any unused leave days from each year shall be added to the accumulated sick leave allowance.

7.2 Unused sick leave allowance shall accumulate to a maximum of one hundred and fifty (150) days and be designated as "accumulated sick leave allowance". When leave is exhausted, such employee shall not accrue any more days unless working. All absences will be charged to the employee's annual "leave allowance", unless such absences exceed eleven

(11) days per year at which time they will be charged to the "accumulated sick leave allowance".

7.3 Upon proper notice to the Superintendent of Schools or his/her designee, a teacher's absence due to the following causes may be charged against accumulated sick leave allowance:

1. Personal injury or illness

(a) In cases where a pattern of absences has been established, a doctor's statement certifying illness or injury may be required.

(b) If illness is of a serious or contagious nature, a certificate from his/her physician certifying recovery shall be required.

2. Serious illness or serious injury of a member of the teacher's immediate family for a period not to exceed three working days. Spouse, child, parent, grand-parent, brother, sister, father-in-law, mother-in-law, and a relative living and making his home in the teacher's household shall be included in the teacher's "immediate family". Upon request of the teacher, the Board may grant leave allowance even though the person who is injured, ill or deceased is not within the teacher's "immediate family".

7.4 Recognizing that Professional Development Days are required by the State of Michigan, designated PD days are mandatory for bargaining unit members to attend except in the event of serious illness. Failure to do so will subject a bargaining unit member to progressive discipline as applicable by the provisions of this agreement.

7.5 A teacher will be paid one half of their daily rate of pay for each day accumulated in excess of 150 but not used. Payments will be made by July 31<sup>st</sup>.

7.6 In the event of death, accumulated sick leave allowance beyond one hundred and fifty (150) days as described in Section 7.5 shall be paid at one-half of the teacher's current daily salary to the teacher's estate or beneficiary.

7.7 In the event of the death or retirement of a teacher, accumulated sick leave allowance not accounted for under 7.5 shall be contributed to the sick bank.

7.8 Sick leave allowance shall not accrue, be used or granted for additional service such as Adult Education, Summer School, Election Duty, and supplemental assignments. If a teacher's employment is terminated for any reason other than death, disability, incapacity, or retirement under the provisions of Michigan Laws relating to retirement systems for public school employees, or Federal Social Security Retirement Laws, all accumulated sick leave allowance shall be forfeited. In the event a teacher resumes his employment, and his absence has been through approved leave of absence, accumulated sick leave allowance shall be restored.

7.9 In the case of absence, members of the bargaining unit shall report their absence by means of the Substitute Answering Service. Failure to give proper notice when a substitute has been placed on duty shall result in the deduction of the daily cost of the substitute from the teacher's wages.

7.10 The Board shall have sick leave accumulation printed on paystubs for each teacher.

7.11 Upon recommendation of the Superintendent, the Board may, at its expense, require a teacher to submit to a physical or mental examination by an appropriate specialist to determine if sick leave is warranted.

7.12 Sick Bank:

1. A sick leave bank shall be established.
2. All members of the Bargaining Unit who have completed one year of employment with the Board may participate in the sick bank.

3. Each participating teacher shall contribute one day of his/her sick leave days in the first month of eligibility and thereafter, teachers having more than four days accumulated sick leave shall contribute one day each time the bank is depleted. If participating teachers do not have sufficient individual sick leave days accumulated to enable them to contribute one day per participating teacher to the sick bank, to total the number of participating teachers, the Board shall contribute additional sick leave days to total the number of participating members.  
(EXAMPLE) If there are two hundred (200) participating teachers and the sick bank has been completely exhausted, the two hundred (200) teachers will be requested to contribute one day per teacher. If ten of the two hundred teachers have four or less days accumulated sick leave and are thus unable to contribute a day, the Board shall contribute one day for each of the ten or a total of ten days to the sick bank.
4. An employee will not be eligible for withdrawal of days from the sick bank until he/she has been ill at least ten (10) continuous days and has depleted his/her personal sick leave to five days or less. Job sharers/part time members must have five (5) full days (10 half-days) accrued in their personal sick bank and have been sick for at least 10 continuous work days.  
(EXAMPLE) In order to return to work with five (5) days in your personal bank, the employee must have at least 15 days accrued.
5. Maximum withdrawal from the sick bank shall be one hundred and eighty (180) days for any one illness or injury or complications thereof.
6. A teacher withdrawing sick leave days from the bank shall not have to replace those days except as a regular contributing member to the bank.
7. Applications for withdrawal from the sick bank shall be submitted to a review committee consisting of two (2) persons selected by the Union. This committee shall review and approve or disapprove all requests for withdrawal.

8. Applications for use of the bank prepared by the Union shall be available upon request from the Administrative Services Office. Completed application, with appropriate medical documentation, must be returned to the Administrative Services Office. Upon receipt, they will be recorded and forwarded to the EDFT Sick Bank Committee for consideration.

7.13 If a teacher has exhausted his/her accumulated sick leave, the Board shall consider the merits of the teacher's situation and may, on the basis of the teacher's employment and service record, advance sick leave allowance. Otherwise, absences in excess of the teacher's accumulated sick leave allowance, or for reasons other than those herein before specified, shall result in loss of pay.

7.14 A teacher shall be allowed three (3) working days as funeral leave days, not to be deducted from sick leave, for a death in the employee's immediate family. Additional days may be granted with prior approval from the Superintendent or his/her designee. "Immediate Family" shall be defined in 7.3(2).

7.15 In the event that schools are closed for student instruction because of weather conditions, employees shall be notified by an official school district announcement from the Superintendent's office at the earliest possible time.

## **ARTICLE VIII LEAVES OF ABSENCE**

8.1 Upon written request, leaves of absence without pay not to exceed one (1) year shall be granted without loss of seniority. Request for said leaves must be filed ten (10) days prior to the start of the leave. Said leaves shall be for the purpose of:

(a) Service in a Government Agency or service to the American Federation of Teachers, the Michigan Federation of Teachers, the AFL-CIO and/or affiliates and recognized social or fraternal organizations.

- (b) Maternity
- (c) Illness
- (d) Prolonged illness in the immediate family (as defined in 7.3, paragraph 2)
- (e) To pursue a formal plan to study leading to an advanced degree
- (f) National Defense
- (g) Educational exchange program, or educational grant or fellowship
- (h) Leaves for other reasons may be granted.

Teachers on said leaves shall not accrue sick days during their absence.

8.2.1 Leaves of absence may be extended, not to exceed one (1) year, for good cause.

8.2.2 Teachers returning from leaves of absence in excess of one (1) year shall be given, according to their seniority, the first open position for which they are certified.

8.2.3 Leaves of absence granted for reason stated in 8.1.(a), will be for the duration of the office.

8.3.1 Teachers granted short-term leaves of absence within a given school year shall be given their former assignment upon expiration of said leave, providing that their intent to return is a matter of record prior to the granting of leave consistent with the Family Medical Leave Act (FMLA).

8.3.2 Teachers granted leaves of absence extending into a new school year will be staffed and returned consistent with the provisions of 13.1 providing that the Superintendent or his/her designee is in receipt of a written request, no later than April 1<sup>st</sup> of the leave year, from the teacher indicating their intent to return. Failure on behalf of the teacher to give written notification will be interpreted as abandonment of position.

8.4 Re-employment before the expiration of a leave should be requested through the Administrative Services Office. A teacher returning from said leave shall have priority over new applicants.

8.5 A teacher who is subpoenaed to court or serves on jury duty shall be paid the difference between his/her daily pay for jury duty and his/her regular daily salary for each day in which the teacher reports for or performs jury duty and on which he/she otherwise would have been scheduled to work. The jury duty check should be cashed by the teacher and a copy of the check or check stub should be forwarded to the payroll office.

8.6 A teacher who is selected to attend any Federal or State educational institute or program or any accredited educational institute on a Federal, State, or privately funded grant or fellowship, and if the scheduled institute commences no more than two weeks prior to the close of the school year, shall be provided release time with no loss of pay providing such teacher has expressed in writing his intent to continue employment in the District.

8.7 Reinstatement and re-employment rights of veteran employees shall be governed by applicable Federal and State laws.

## **ARTICLE IX PROBATIONARY TEACHERS**

9.1 A probationary teacher shall receive a minimum of three formal written reports annually, the first report to be filed not later than ninety (90) work days from the date of employment. The report should be forwarded to the Superintendent of Schools or his/her designee for filing in the teacher's official file. A teacher shall have the right to add any information or comments he/she feels are pertinent to the report.

9.2 First year probationary teachers will be required to attend five (5) days of curriculum orientation prior to the opening of school. Teachers hired during the school year will be required to attend the curriculum orientation the following year.

9.3 Mentor Teachers:

1. Consistent with provisions of P.A. 25, each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher. The mentor teacher will be available to provide professional support, instruction and guidance.

2. A mentor teacher will work with only one (1) probationary teacher annually.

3. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to evaluation of the other. The mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher, except in cases of misconduct.

4. (a) Bargaining unit members who volunteer as a mentor shall receive one percent (1%) of their base salary. Teachers must mentor for a full year to receive the full stipend. If a teacher does not mentor for the entire year, they will be paid on a prorated basis. This shall be payable in June at the conclusion of the school year.

(b) Should the number of mentor teachers required exceed the number of bargaining unit applicants, the positions will be offered to retired teachers and/or retired administrators who possess the qualifications. Retirees receive 1% of their last salary while employed by the East Detroit Public Schools.

5. (a) The following detailed topics can be found in the "East Detroit Public Schools Mentoring and Induction Handbook" which is available to any member upon request by contacting the Director of Instruction. Topics include the Michigan Mentor Law, mentor posting/selection, mentor/mentee matching, mentor incentives, mentor/mentee training, role definitions, professional development, contacts/visitations, activity log information, program evaluation, funding, and suggested year one/two/three strategies.

(b) Any changes in the content of this handbook will be a collaborative effort between the union and the Board of Education.

## ARTICLE X CALENDAR

### 10.1 District School Calendar\* 2007-2008

August	28	Staff Returns – Full Day District P.D. (Day #1)
	29	Staff Only – Full Day District P.D. (Day #2)
	30	Staff Only – Full Day – Staff A.M/Bldg. Mtg P.M.
Aug.31 – Sept. 03		Labor Day Recess
	04	Students Report – Half Day AM/Staff Day PM H.S. Early Release
November	02	No School for EI & M.S. AM Bldg. P.D. Day (PM Records Day #1)
	06	No School – District P.D. (Day #3)
	21	Half Day – All Schools (Comp time for parent/teacher conferences) AM Kdg. attends
	22-23	No School – Thanksgiving Recess
	26	School Reopens
Dec. 21 – Jan. 02		Holiday Recess
January	03	School Reopens
	21	No School – Martin Luther King, Jr. Holiday
	25	No School – EI & M.S. AM Bldg. P.D. (PM Records Day #2)
February	18	No School – President’s Day
March	20	Half Day – Spring Break Begins
	31	School Re-opens
April	11	No School – EI & M.S. AM Bldg. P.D. (PM Records Day #3)
	16	Half Day – EI Parent/Teacher Conference
	16	H.S. Bldg PD – Half Day 10:30 Dismissal
May	09	No School – Staff Only -Full Day District P.D. (Day#4)
	16	No School – EI Half day AM/Bldg. PD PM. (Senior’s Last Day)
	26	No School – Memorial Day Recess
June	08	No School – EI & M.S. Bldg. PD Day – AM (PM Records Day #4)
	10-12	H.S. Exams – 10:20 Dismissal
	12	Last Day of School EI – 10:15 Dismissal Half Day – M.S & H.S. Bldg. Mtgs.
	13	Staff Day (No Students)

\* Additional Professional Development Days, full and half, are yet to be scheduled. These could total as few as 30 hours and no more than 36 hours. *All* are scheduled *within* the *existing* instructional days.

\*\* Snow days to be per State guidelines

- P.D. = Professional Development
- EI = Elementary
- M.S. = Middle School
- H.S. = High School

10.2 The parties agree to meet to resolve any calendar issues as soon as the common calendar for the Macomb Intermediate School District is made available. The parties will schedule meetings with the goal of coming to an agreement on the 2008-09 calendar before the end of the current school year. If the District elects to go to trimesters for the 2009-10 school year, the parties will meet to discuss calendar issues as soon as possible after a decision is made by the District.

10.3.1 Secondary staff meetings will be held the 3<sup>rd</sup> Wednesday of each card marking period beginning promptly 15 minutes after the end of the school day. The staff meeting will not exceed 45 minutes in duration. These are mandatory meetings. The principal, if necessary, can call emergency staff meetings.

10.3.2 There will be eight (8) sixty (60) minute early dismissals in the elementary buildings. They will be scheduled as follows:

- 1 - Open House
- 2 - Halloween & Christmas
- 3 - Building meetings and teacher planning  
(2 teacher/3 principal)

There will be seven (7) half-day early dismissals in the elementary buildings. They will be scheduled as follows:

- 5 - Three (3) afternoon Parent/Teacher Conferences and two (2) Compensation Times
- 2 - First and last day with students

10.4 Elementary teachers and Middle School shall receive one-half (1/2) Records Day at the end of each card marking period for the purpose of grading report cards and record keeping.

10.5 Preparation periods will be used for preparation of lessons, marking school records, parent conferences, administrative conferences and team collaboration. Teachers are not to leave the building without administrative approval.

## **ARTICLE XI SUMMER SCHOOL**

11.1 All summer school teaching positions shall be posted in every building on the Union bulletin boards by April 1 of each year. Copies shall be sent to the Union President.

11.2 Teachers interested in summer school teaching positions shall file their application with the Administrative Services Office by April 15<sup>th</sup> of each year.

11.3 Applicants shall be ranked according to their seniority. In selecting summer school staff, preference will be according to district seniority and teaching experience, academic background, certification, and interest in that order.

11.4 No teacher shall be assigned more than two (2) different preparations per class period.

11.5 There will be twenty-four (24) minutes of break time for teachers teaching a four (4) and one-half (1/2) hour block plus five (5) minutes of passing time. Twelve (12) minutes of the break time may be assigned duty time.

11.6 The salary for summer school shall be \$21.48 per hour for 2007-08, \$21.91 per hour for 2008-09 and \$22.35 per hour for 2009-10.

11.6.1 The salary for the summer school principal at the high school shall be 20% higher than the teacher's summer school wage.

## **ARTICLE XII DESIGNATION OF TERMS**

12.1 Whenever the term "Principal" or "Immediate Supervisor" is used, it is to include the administrator of any work location, functional division or group.

12.2 Whenever the term "teacher" is used, it is to include any member of the Bargaining Unit.

12.3 The term "day" when used in this contract shall, except where otherwise indicated, mean working school day.

12.4 Whenever the term "school" is used, it is to include any work location, functional division or group in which a grievance may arise.

12.5 The term "contract year" shall mean a twelve month period commencing on the first Tuesday immediately following the first Monday in September of each year.

12.6 A "preparation period" is a period in which the teacher is not assigned to a regular program responsibility. A "teaching period" is a period in which the teacher is actually teaching students.

12.7 A "vacancy" shall be defined as any position which has been vacated by resignation, termination, transfer, or newly created position.

12.8.1 "Seniority" shall be defined as continuous years of employment in the district effective with the first day of employment. This effective date will be the day, month and year the employee was eligible for pay in a regular contracted position. In the event of identical seniority dates, the order of seniority shall be determined by a draw.

12.8.2 Seniority shall continue to accumulate when an employee is on an approved leave.

12.8.3 When a tenured teacher returns to the Unit from District administrative service, only service in the Bargaining Unit will count towards seniority in times of staffing and layoffs. The salary in the position to which the teacher is assigned shall be the same as if the teacher had been continuously employed in the newly assigned position.

12.8.4 Seniority is lost only when there has been a severance of employment to the district, i.e. resignation, employment elsewhere, failure to return from approved leave. Layoff does not constitute severance of employment. Seniority shall be lost when a bargaining unit member has been laid off for five (5) years.

12.9 "School Improvement Study Session" (S.I.S.S.) is a committee composed of the Superintendent and Federation President each of whom will select five (5) representatives from administration and the union respectively to address concerns relative to the educational program.

## **ARTICLE XIII STAFFING**

13.1.1 The Administration will develop a proposed educational program for the forthcoming year, identifying the staffing needs for each building, prior to April 15<sup>th</sup>. The Union will be furnished with all relevant information regarding the program and staffing upon completion of the above and prior to the publishing of tentative assignments for the ensuing school year.

13.1.2 These proposed staffing recommendations will be presented to the Board for approval at their next regularly scheduled meeting. Staff will be notified of their tentative assignments by their building administrator the day after Board approval.

13.1.3 In the event of necessary reductions in personnel beyond those that are covered by normal attrition, the Board of Education will assign staff in accordance with the following guidelines:

- a. Beginning with the first name on the seniority list, each individual will be assigned in accordance with the following priorities:
  - (i) Current assignment; if not available, then
  - (ii) Another grade/department in the same building or other building
  - (iii) If no vacancy remains in any grade/department for which the teacher is certified; the teacher will be laid off.
- b. Qualifications for placement in a position shall be determined by a valid State Teaching Certificate or License currently held by the teacher which is filed with the Administrative Services Office of the District. The teacher must have at least an academic minor or equivalent in the area of assignment and meet Highly Qualified status under the ESEA Federal regulation when required.

13.2.1 Job sharing will be available to members of the bargaining unit in conformity to the criteria set forth in the Job Sharing Committee's report of January 1983.

13.2.2 If a job sharing position can not be readily facilitated at the building of application, the Administrative Services and/or Instruction Office will aid applicants in their search for a job sharing in another building.

13.2.3 Teachers will receive full seniority, full salary credit, and share fringe benefits not to exceed the cost of one full family coverage package.

13.2.4 The Assistant Superintendent of Administrative Services and job sharers will agree upon attendance at staff meetings, parent/teacher conferences, professional development meetings, substituting, and similar non-instructional commitments.

13.2.5 Job sharers will be paid at the hourly rate when attending district meetings on a non-scheduled workday.

13.2.6 Schedule is subject to approval by the building principal and the Superintendent or his/her designee.

13.3 Teachers will be recalled according to seniority to the first position for which they are certified. Notice of recalls shall be sent to the employee at his/her last known address by registered or certified mail. The employee must return the letter either accepting the recall or terminating employment. If the employee fails to respond within fifteen (15) business days from the date the Administrative Services Office receives the signed return receipt, he/she shall be considered to have terminated his/her employment.

13.4.1 Any bargaining unit position vacated for more than thirty (30) days by transfer or unpaid leave of absence, shall be filled by a teacher who shall be given a contract. Subject contract will be retroactive to the first day of a thirty (30) day period for which the position was continually filled by that teacher. Employment shall be terminated when the seniority employee returns to the bargaining unit or at the end of the school year.

13.4.2 A person assigned to a temporary position for 150 days may be given a contract terminating in June of their teaching year. They will be entitled to all benefits of the contract with the exception of seniority rights. They will not become part of the seniority roster. Any re-employment will be at the discretion of administration. Failure to re-employ will not be subject to the grievance procedure or just cause provision of the contract.

13.5.1 A teacher on lay off, upon application, shall be placed on the substitute teacher roster. Except as required by law, a substitute teacher will not be eligible for any benefits or other conditions of employment granted regular employees other than the per day substituting stipend.

13.5.2 Administration will place these teachers in substitute teacher assignments on a preferential placement basis.

13.6.1 Tenured teachers may express to the Superintendent or his/her designee, through their principal, in writing, their desire to transfer to another assignment. Said request must be filed by March 1st of each year and set forth the rationale for transfer.

13.6.2 Said request will receive consideration at staffing on the basis of qualifications, experience and seniority in that order.

13.6.3 Teachers will be notified in writing of the disposition of their transfer request subsequent to staffing.

## **ARTICLE XIV NURSES**

14.1 Nurses are to be placed in the appropriate “degree lane” and at that salary “step” on the Certificated Seniority Roster determined by their seniority date. This date will determine proper placement for annual staffing. Severance and longevity will be based upon this seniority date. All other benefits of employment are consistent with the bargaining unit.

14.2 The District will provide a written job description for the Nurse Leader position. The Nurse Leader will be compensated for his/her service at the rate of \$5000 per year.

## APPENDIX A

2007-08

Retroactive to September 1, 2007

Step	BA	BA+20	MA	MA+15	MA+30	MA+60/EdS	EdD/PhD
1.0	37,766	38,389	41,104	41,882	42,657	44,207	46,533
1.5	39,974	40,616	43,627	44,427	45,226	46,821	49,226
2.0	41,047	41,689	44,917	45,718	46,516	48,116	50,516
2.5	42,120	42,766	46,104	46,903	47,704	49,302	51,700
3.0	43,194	43,836	47,290	48,089	48,887	50,483	52,883
3.5	44,178	44,816	48,342	49,143	49,940	51,542	53,934
4.0	45,134	45,775	49,650	50,449	51,248	52,845	55,248
4.5	46,104	46,745	50,838	51,634	52,420	54,034	56,430
5.0	47,068	47,711	52,013	52,812	53,612	55,210	57,607
5.5	48,041	48,681	53,305	54,106	54,903	56,501	58,896
6.0	49,008	49,648	54,596	55,396	56,191	57,793	60,189
6.5	49,972	50,611	55,945	56,741	57,541	59,137	61,538
7.0	50,938	51,581	57,279	58,080	58,883	60,480	62,872
7.5	52,228	52,867	58,946	59,742	60,545	62,143	64,542
8.0	53,522	54,161	60,620	61,421	62,215	63,815	66,213
8.5	55,025	55,669	62,447	63,245	64,044	65,638	68,043
9.0	56,532	57,170	64,275	65,072	65,870	67,467	69,869
9.5	59,758	60,398	68,142	68,944	69,746	71,340	73,733
10.0	62,978	63,621	70,948	71,737	72,522	74,097	76,457
10.5	63,036	63,794	71,658	72,454	73,247	74,838	77,221
11.0	64,985	66,061	73,920	74,735	75,548	77,176	79,617

**APPENDIX A (Continued)  
2008-09**

<b>Step</b>	<b>BA</b>	<b>BA+20</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+60/EdS</b>	<b>EdD/PhD</b>
<b>1.0</b>	38,521	39,156	41,926	42,719	43,510	45,091	47,464
<b>1.5</b>	40,773	41,428	44,499	45,316	46,131	47,758	50,210
<b>2.0</b>	41,868	42,522	45,815	46,633	47,446	49,078	51,526
<b>2.5</b>	42,963	43,622	47,026	47,841	48,658	50,288	52,733
<b>3.0</b>	44,058	44,713	48,235	49,051	49,865	51,493	53,941
<b>3.5</b>	45,061	45,712	49,309	50,126	50,939	52,573	55,012
<b>4.0</b>	46,037	46,691	50,643	51,458	52,273	53,902	56,353
<b>4.5</b>	47,026	47,679	51,855	52,666	53,469	55,115	57,559
<b>5.0</b>	48,009	48,665	53,053	53,868	54,685	56,314	58,759
<b>5.5</b>	49,002	49,654	54,371	55,188	56,001	57,631	60,074
<b>6.0</b>	49,988	50,641	55,688	56,504	57,315	58,949	61,393
<b>6.5</b>	50,971	51,623	57,064	57,876	58,692	60,320	62,768
<b>7.0</b>	51,957	52,613	58,425	59,242	60,060	61,690	64,130
<b>7.5</b>	53,273	53,925	60,125	60,937	61,756	63,386	65,833
<b>8.0</b>	54,593	55,245	61,832	62,650	63,459	65,092	67,538
<b>8.5</b>	56,125	56,782	63,696	64,510	65,325	66,951	69,404
<b>9.0</b>	57,663	58,313	65,561	66,373	67,187	68,816	71,267
<b>9.5</b>	60,953	61,606	69,505	70,323	71,141	72,767	75,208
<b>10.0</b>	64,238	64,894	72,367	73,171	73,973	75,579	77,986
<b>10.5</b>	64,297	65,070	73,091	73,903	74,712	76,335	78,766
<b>11.0</b>	66,285	67,382	75,398	76,229	77,059	78,720	81,209

**APPENDIX A (Continued)  
2009-10**

<b>Step</b>	<b>BA</b>	<b>BA+20</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+60/EdS</b>	<b>EdD/PhD</b>
<b>1.0</b>	39,292	39,940	42,765	43,574	44,380	45,993	48,413
<b>1.5</b>	41,589	42,257	45,389	46,222	47,053	48,713	51,214
<b>2.0</b>	42,705	43,373	46,731	47,565	48,395	50,059	52,556
<b>2.5</b>	43,822	44,494	47,966	48,798	49,631	51,294	53,788
<b>3.0</b>	44,939	45,607	49,200	50,032	50,862	52,523	55,020
<b>3.5</b>	45,962	46,626	50,295	51,128	51,958	53,624	56,113
<b>4.0</b>	46,957	47,624	51,656	52,487	53,318	54,980	57,480
<b>4.5</b>	47,966	48,633	52,892	53,720	54,538	56,217	58,710
<b>5.0</b>	48,970	49,639	54,114	54,945	55,778	57,440	59,934
<b>5.5</b>	49,982	50,647	55,458	56,292	57,121	58,783	61,275
<b>6.0</b>	50,988	51,654	56,802	57,634	58,462	60,128	62,621
<b>6.5</b>	51,991	52,655	58,205	59,034	59,866	61,527	64,024
<b>7.0</b>	52,996	53,665	59,593	60,426	61,262	62,923	65,412
<b>7.5</b>	54,338	55,003	61,328	62,156	62,991	64,654	67,150
<b>8.0</b>	55,685	56,349	63,069	63,903	64,728	66,393	68,888
<b>8.5</b>	57,248	57,918	64,970	65,800	66,631	68,290	70,792
<b>9.0</b>	58,816	59,480	66,872	67,701	68,531	70,193	72,692
<b>9.5</b>	62,172	62,838	70,895	71,729	72,564	74,222	76,712
<b>10.0</b>	65,523	66,192	73,814	74,635	75,452	77,091	79,546
<b>10.5</b>	65,582	66,371	74,553	75,381	76,206	77,862	80,341
<b>11.0</b>	67,610	68,730	76,906	77,754	78,600	80,294	82,833

## APPENDIX A (Continued)

The rate of pay for teachers on a partial teaching contract or partial teaching assignment within the school program is as set forth in the Instructional Assignment Code.

No. Hours of Instruction	Instructional Code
High School	
3 classes, prep and benefits	.67
4 classes, prep and benefits	.83
Middle School	
3 classes, prep and benefits	.67
4 classes, prep and benefits	.83

Teachers with a full time contract who voluntarily take an additional class will be paid as follows:

High School	.17
Middle School	.17

Teachers with a full time contract who take an additional class for the full year will be paid proportionately throughout the school year. Teachers who take an additional class for less than a full year will be paid at the conclusion of the class.

Employees working less than fulltime, but at least .5 shall have prorated benefits. Employees working less than half-time shall not be eligible for benefits.

## APPENDIX B

<b><u>NON-ATHLETIC: HIGH SCHOOL</u></b>	<b>Percentage of salary</b>
Activities Sponsor .....	10.0
Band Director .....	9.0
Drama Coach* .....	8.0
Vocal Music .....	6.0
Counselors .....	5.0
Forensics Coach* .....	4.5
Debate Coach* .....	4.5
Class Advisor-FR/SP/JR** .....	4.0
Newspaper .....	3.5
Yearbook (beg. 2008-09).....	6.0
National Honor Society .....	3.0
Health Occupations Students of America .....	3.0
Visual Arts.....	1.0

### **NON-ATHLETIC: MIDDLE SCHOOL & ELEMENTARY**

Band Director .....	7.0
Counselors .....	5.0
Vocal Music .....	4.0
Drama Coach* .....	4.0
Student Council Middle School .....	3.0
Elementary Safety Patrol* .....	3.0
Elementary Service Squad* .....	3.0
Elementary Music (per performance)* .....	1.0
Middle School Yearbook* (beg. 2008-09) .....	2.0
Visual Arts .....	1.0
Elementary Book Fair .....	1.0

\*These supplemental will be paid at the conclusion of the activity

\*\*Class Advisors will follow the class through freshman, sophomore and junior years. The Advisor after completion of the three-year cycle will begin a new three-year cycle with the next freshman class. The Student Activities Sponsor will advise the 12<sup>th</sup> grade.

## **APPENDIX C**

Approved supplemental activities, not included in Appendix B, shall be paid at the hourly rate.

Teachers interested in sponsoring a club or activity should submit their activity and projected cost to the building principal or designated building administrator.

The building administrator will forward the proposal, with or without recommendation, to the District Activities Committee. Applications approved by the committee will be paid at the hourly rate. Decisions made by the committee will be based on program merit and available funds.

The district activities committee will be composed of three (3) building administrators (elementary, middle, secondary) and one (1) central office administrator. There will be three (3) teacher representatives (elementary, middle school, secondary) and one (1) EDFT officer.

## APPENDIX D

<b>Athletic Activity</b>	<b>Percent</b>
Varsity Football .....	11.0
Assistant Football (4) .....	8.0
9th Grade Football .....	7.0
Assistant 9th Grade Football.....	6.0
7/8th Grade Football .....	5.0
Assistant 7/8th Grade Football .....	4.0
Varsity Cross Country .....	11.0
Varsity Basketball .....	11.0
J.V. Basketball .....	8.0
9th Grade Basketball .....	7.0
8th Grade Basketball .....	5.0
7th Grade Basketball .....	5.0
Varsity Wrestling .....	11.0
J.V. Wrestling .....	8.0
7/8th Grade Wrestling .....	5.0
Varsity Swim .....	11.0
Assistant Swim .....	8.0
Varsity Volleyball .....	11.0
J.V. Volleyball .....	8.0
9th Grade Volleyball .....	7.0
8th Grade Volleyball .....	5.0
7th Grade Volleyball .....	5.0
Varsity Track (2) .....	11.0
Assistant Track (2) .....	8.0
7/8th Grade Track (2).....	5.0

## APPENDIX D (Continued)

Athletic Activity	Percent
Varsity Baseball .....	11.0
J.V. Baseball .....	8.0
9th Grade Baseball .....	5.0
Varsity Softball .....	11.0
J.V. Softball .....	8.0
9th Grade Softball .....	5.0
7/8th Grade Softball .....	5.0
Varsity Tennis .....	9.0
J.V. Tennis .....	6.0
Varsity Soccer .....	10.0
J.V. Soccer .....	7.0
Sideline Cheerleading – Fall	
High School.....	4.0
Middle School .....	2.0
Sideline Cheerleading - Winter	
High School.....	6.0
Middle School .....	4.0
Boys Bowling .....	9.0
Girls Bowling.....	9.0
Competitive Cheerleading.....	9.0
Boys Golf.....	9.0

All non-district employees coaching at the high school level receive 1% less per sport. All non-district employees who are 7/8 grade head coaches receive 4%. All non-district employees who are 7/8 grade assistant coaches receive 3%. All non-district employees coaching cheerleading at all levels will receive .5% less per season.

Employees hired prior to June 1994 are grandfathered at higher rate.

## APPENDIX E

### Instructional Hours

#### Elementary School Summary

161	Full Days	161 x 371 =	59731 min =	995.52 hrs
2	Half Days (1st/last w/students)	2 x 183 =	366 min =	6.10 hrs
5	Half Days (3 afternoon PTCs & 2 Comp)	5 x 183 =	915 min =	15.25 hrs
4	Half Days (Records)	4 x 183 =	732 min =	12.20 hrs
1	Early Dismissal (OpenHouse)	1 x 311 =	311 min =	5.18 hrs
2	Early Dismissals (Halloween/Christmas)	2 x 311 =	622 min =	10.36 hrs
5	Early Dismissals <u>          </u> (2 Tchr/3 Princ)	5 x 311 =	<u>1555 min =</u>	<u>25.92 hrs</u>
180	Student Days		64232 min =	1070.54 hrs
<u>5</u>	Professional Development	5 x 360 =	<u>1800 min =</u>	<u>30.00 hrs</u>
185	Instructional Days		66032 min =	1100.53 hrs
<u>2</u>	Staff Days			
187	Working Days			

## APPENDIX E (Continued)

### Middle School Summary

172	Full Days	172 x 366 =	62952 min =	1049.20 hrs
3	Half Days	3 x 180 =	540 min =	9.00 hrs
	(1 PTC, 2 Comp for Open House & PTC)			
2	Half Days	2 x 180 =	<u>360 min =</u>	<u>6.00 hrs</u>
<u>    </u>	(1st & Last day w/students)			
177	Student Days		63852 min =	1064.20 hrs
4	Professional Development	4 x 360 =	1440 min =	24.00 hrs
<u>4½</u>	Half Days PD(Records)	4 x 180 =	<u>720 min =</u>	<u>12.00 hrs</u>
185	Instructional Days		66012 min =	1100.20 hrs
<u>  2</u>	Staff Days			
187	Working Days			

### High School Summary

163	Full Days	163 x 372 =	60636 min =	1010.60 hrs
1	Late Entry	1 x 296 =	296 min =	4.93 hrs
1	Half Day	1 x 262 =	262 min =	4.37 hrs
	(1st day w/students)			
4	Half Days	4 x 262 =	1048 min =	17.47 hrs
	(2 PTC & 2 Comp)			
5	MEAP Testing Days	5 x 220 =	1100 min =	18.33 hrs
<u>  6</u>	Semester Exam Days	6 x 165 =	990 min =	16.50 hrs
180	Student Days		64332 min =	1072.20 hrs
<u>  5</u>	Professional Development	5 x 360 =	<u>1800 min =</u>	<u>30.00 hrs</u>
185	Instructional Days		66132 min =	1102.20 hrs
<u>  2</u>	Staff Days			
187	Working Days			

## APPENDIX E (Continued)

### Kellwood School Summary

136 Full Days	136 x 390 =	53040 min	=	884.00hrs
34 Half Days	34 x 260 =	8160 min	=	136.00hrs
<u>11</u> Half Days	11 x 260 =	<u>2640 min</u>	=	<u>44.00 hrs</u>
181 Student Days		63840 min	=	1064.00 hrs
4 Professional Development	4 x 360 =	1440 min	=	24.00 hrs
<u>    </u> Additional PD Hrs built into ½ days		<u>720 min</u>		<u>12.00 hrs</u>
185 Instructional Days		66000 min	=	1100.00 hrs
<u>  2</u> Staff Days				
187 Working Days				

## APPENDIX F Instructional Days

### ELEMENTARY SCHOOL DAY

#### Full Day

Staff Entry	8:20 a.m.			
Student A.M.	8:30 a.m.	-	11:33 a.m.	183 + 5 = 188 minutes
Lunch	11:33 a.m.	-	12:23 p.m.	(50) minutes
Student P.M.	12:23 p.m.	-	3:26 p.m.	183 + 0 = <u>183 minutes</u>
Total Instructional Full Day:				371 minutes

#### Half Day

Staff Entry	8:20 a.m.			
Student A.M.	8:30 a.m.	-	11:33 a.m.	183 + 0 = 183 minutes
Total Instructional Half Day:				183 minutes

#### Half Day

#### *.5 PD or PD Elementary Only*

Staff Entry	8:20 a.m.			
Morning Instructional or 3 hr PD	8:30 a.m.	-	11:30 a.m.	180 + 0 = 180 minutes
Teacher Lunch	11:30 a.m.	-	12:20 p.m.	(50) minutes
Afternoon PD	12:20 p.m.	-	3:20 p.m.	180 + 0 = <u>180 minutes</u>
Total Instructional PD Day:				360 minutes 6 hours

#### Early Dismissal

Staff Entry	8:20 a.m.			
Student A.M.	8:30 a.m.	-	11:33 a.m.	183 + 5 = 188 minutes
Lunch	11:33 a.m.	-	12:23 p.m.	(50) minutes
Student P.M.	12:23 p.m.	-	2:26 p.m.	123 + 0 = <u>123 minutes</u>
Total Instructional Full Day:				311 minutes

## APPENDIX F (Continued)

### MIDDLE SCHOOL DAY beginning 2007-08

#### Full Day

<b>Staff Entry</b>	<b>8:05 a.m.</b>	
1st Period	8:10 a.m. - 9:14 a.m.	66 + 4 = 70 minutes
2nd Period	9:18 a.m. - 10:14 a.m.	56 + 4 = 60 minutes
3rd Period	10:18 a.m. - 11:14 a.m.	56 + 4 = 60 minutes
A Lunch	10:46 a.m. - 11:14 a.m.	28 minutes
4th Period		
B Lunch	11:14 a.m. - 11:46 a.m.	28 minutes
Class C/D	11:46 a.m. - 12:42 a.m.	56 + 4 = 60 minutes
Class B	11:18 a.m. - 11:46 a.m.	28 minutes
Lunch C	11:46 a.m. - 12:14 p.m.	28 minutes
Class D	12:14 p.m. - 12:42 p.m.	28 + 4 = 32 minutes
Class B/C	11:18 a.m. - 12:14 p.m.	56 + 4 = 60 minutes
Lunch D	12:14 a.m. - 12:42 p.m.	28 minutes
5th Period	12:46 p.m. - 1:42 p.m.	56 + 4 = 60 minutes
7th Period	1:46 p.m. - 2:42 p.m.	56 + 0 = <u>56 minutes</u>
Total Instructional Full Day:		366 minutes
Staff Dismissal	2:52 p.m.	

#### Half Day PD and/or Early Release/Records

Staff Entry	8:05 a.m.	
Morning Instructional Min. (Morning Student schedule to be determined)	8:10 a.m. - 11:10 a.m.	180 minutes
or 3 hr PD	8:10 a.m. - 11:10 a.m.	180 minutes
Teacher Lunch	11:10 a.m. - 12:00 p.m.	
Staff Day/Records	12:00 p.m. - 2:42 p.m.	

## APPENDIX F (Continued)

### HIGH SCHOOL DAY

#### Full Day

Staff Entry	7:20 a.m.		
1st Period	7:30 a.m. -	8:28 a.m.	58 + 5 = 63 minutes
2nd Period	8:33 a.m. -	9:29 a.m.	56 + 5 = 61 minutes
3rd Period	9:34 a.m. -	10:35 a.m.	61 + 5 = 66 minutes
4th Period	(Lunch A)	10:40 a.m. -	11:10 a.m.
	(Class BC)	11:15 a.m. -	12:20 p.m.
	(Class A)	10:40 a.m. -	11:10 a.m.
	(Lunch B)	11:15 a.m. -	11:45 a.m.
	(Class C)	11:50 a.m. -	12:20 p.m.
	(Class AB)	10:40 a.m. -	11:45 a.m.
	(Lunch C)	11:50 a.m. -	12:20 p.m.
5th Period	12:25 p.m. -	1:21 p.m.	56 + 5 = 61 minutes
6th Period	1:26 p.m. -	2:22 p.m.	56 + 0 = <u>56 minutes</u>
Total Instructional Full Day:			372 minutes

#### Half Day

#### .5 PD or PD High School Only

Staff Entry	7:20 a.m.		
Morning Instructional or 3 hr PD	7:30 a.m. -	10:30 a.m.	180 + 0 = 180 minutes
	(Morning Student schedule to be determined)		
Teacher Lunch	10:30 a.m. -	11:30 a.m.	
PD	11:30 a.m. -	2:30 p.m.	180 + 0 = <u>180 minutes</u>
			360 minutes
			6.00 hours

## APPENDIX F (Continued)

### Early Release (P/T, P/T Comp, 1st Day w/ Students)

Staff Entry	7:20 a.m.		
1st Period	7:30 a.m. -	8:09 a.m.	39 + 5 = 44 minutes
2nd Period	8:14 a.m. -	8:53 a.m.	39 + 5 = 44 minutes
3rd Period	8:58 a.m. -	9:40 a.m.	42 + 5 = 47 minutes
4th Period	9:45 a.m. -	10:24 a.m.	39 + 5 = 44 minutes
5th Period	10:29 a.m. -	11:08 a.m.	39 + 5 = 44 minutes
6th Period	11:13 a.m. -	11:52 a.m.	39 + 0 = <u>39 minutes</u>
Total Instructional Half Day:			262 minutes

### Late Entry

Staff Entry	7:20 a.m.		
1st Period	8:46 a.m. -	9:28 a.m.	42 + 5 = 47 minutes
2nd Period	9:33 a.m. -	10:14 a.m.	41 + 5 = 46 minutes
3rd Period	10:19 a.m. -	11:05 a.m.	46 + 5 = 51 minutes
4th Period	(Lunch A)	11:10 a.m. - 11:40 a.m.	
	(Class BC)	11:45 a.m. - 12:50 p.m.	65 + 0 = 65 minutes
	(Class A)	11:10 a.m. - 11:40 a.m.	30 + 0 = 30 minutes
	(Lunch B)	11:45 a.m. - 12:15 p.m.	
	(Class C)	12:20 p.m. - 12:50 p.m.	30 + 5 = 35 minutes
	(Class AB)	11:10 a.m. - 12:15 p.m.	65 + 0 = 65 minutes
	(Lunch C)	12:20 p.m. - 12:50 p.m.	
5th Period	12:55 p.m. -	1:36 p.m.	41 + 5 = 46 minutes
6th Period	1:41 p.m. -	2:22 p.m.	41 + 0 = <u>41 minutes</u>
Total Instructional Late Entry:			296 minutes

## APPENDIX F (Continued)

### Final Exams

Staff Entry	7:20 a.m.	
1st, 3rd, & 5th Periods	7:30 a.m. - 8:50 a.m.	80 + 5 = 85 minutes
2nd, 4th, & 6th Periods	9:00 a.m. - 10:20 a.m.	80 + 0 = <u>80 minutes</u>
Total Instructional Final Exam Day:		165 minutes

### MEAP Testing

Staff Entry	7:20 a.m.	
MEAP Testing	7:30 a.m. - 9:55 a.m.	Juniors & Retesting Seniors Only
1st Period	10:00 a.m. - 10:35 a.m.	35 + 5 = 40 minutes
4th Period (A, as above)	10:40 a.m. - 11:10 a.m.	
(B)	11:15 a.m. - 11:45 a.m.	65 + 0 = 65 minutes
(C)	11:50 a.m. - 12:20 p.m.	
2nd Period	12:25 p.m. - 12:50 p.m.	25 + 5 = 30 minutes
3rd Period	12:55 p.m. - 1:20 p.m.	25 + 5 = 30 minutes
5th Period	1:25 p.m. - 1:50 p.m.	25 + 5 = 30 minutes
6th Period	1:55 p.m. - 2:20 p.m.	25 + 0 = <u>25 minutes</u>
Total Instructional MEAP Day:		220 minutes

### MME TESTING

DAY ONE	ACT TESTING	
DAY TWO	7:00-7:25 a.m.	Test Center Staff Arrive & Briefing
	7:00-7:25 a.m.	MME Student Entry and Snack time
	7:30-10:50 a.m.	Testing Period-11 <sup>th</sup> gr dismissed 10:50 a.m.
	10:50-11:20 a.m.	Teacher's Lunch
	11:20-11:30 a.m.	Non-Testing Students arrive (9 <sup>th</sup> , 10 <sup>th</sup> , 12 <sup>th</sup> )
	11:30-12:29 p.m.	Hour 1 & 4 min. passing time
	12:29-1:28 p.m.	Hour 2 & 4 min. passing time
	1:28-2:22 p.m.	Hour 3

172 minutes = 2.97 hours

## APPENDIX F (Continued)

DAY THREE	7:00 - 7:25 a.m.	Test Center Staff Arrive & Briefing
	7:00 - 7:25 a.m.	MME Student Entry and Snack time
	7:30 - 10:35 a.m.	Testing Period-11 <sup>th</sup> gr dismissed 10:35 a.m.
	10:35 - 11:05 a.m.	Teachers' Lunch
	11:05 - 11:15 a.m.	Non-Testing Students arrive (9 <sup>th</sup> , 10 <sup>th</sup> , 12 <sup>th</sup> )
	11:15 - 12:19 p.m.	Hour 4 & 4 min. passing time
	12:19 - 1:23 p.m.	Hour 5 & 4 min. passing time
	1:23 - 2:22 p.m.	Hour 6

187 minutes = 3.12 hours

## APPENDIX F (Continued)

### KELLWOOD SCHOOL DAY

#### Full Day Schedule

Staff Entry	7:50 a.m.		
1st Period	8:00 a.m.	- 8:55 a.m.	55+ 5 =60 minutes
2nd Period	9:00 a.m.	- 9:55 a.m.	55+ 5 =60 minutes
Seminar	10:00 a.m.	- 10:30 a.m.	30+ 5 =35 minutes
3 <sup>rd</sup> Period	10:35 a.m.	- 11:30	55+ 5 =60 minutes
4th Period/Lunch	11:35 a.m.	- 1:00 p.m.	55+ 5 =60 minutes
5th Period	1:05 a.m.	- 2:00 p.m.	55+ 5 =60 minutes
6th Period	2:05 p.m.	- 3:00 p.m.	55= <u>55 minutes</u>
Total Instructional Full Day:			390 minutes

#### Friday Half Day Schedule

Staff Entry	7:50 a.m.		
Block Schedule	8:00 a.m.	- 12:00 p.m.	<b>240 minutes</b>

#### Half Day

Staff Entry	7:50 a.m.		
1st Period	8:00 a.m.	- 8:40 a.m.	40 + 5 = 45 minutes
2nd Period	8:45 a.m.	- 9:20 a.m.	35 + 5 = 40 minutes
3rd Period	9:25 a.m.	- 10:00 a.m.	35 + 5 = 40 minutes
4th Period	10:05 a.m.	- 10:40 a.m.	35 + 5 = 40 minutes
5th Period	10:45 p.m.	- 11:20 a.m.	35 + 5 = 40 minutes
6th Period	11:25 a.m.	- 12:00 p.m.	35 <u>35 minutes</u>
Total Instructional Full Day:			240 minutes

#### District-Wide PD Day Schedule (All Buildings)

Staff Entry	7:55 a.m.		
Professional Dev't	8:00 a.m.	- 11:00 a.m.	180 + 0 = 180 minutes
Teacher Lunch	11:00 a.m.	- 12:00 p.m.	
Professional Dev't	12:00 p.m.	- 3:00 p.m.	180 + 0 = <u>180 minutes</u>
Total Instructional PD Day:			360 minutes 6 Hours

In witness whereof, the parties hereunto have caused this instrument to be executed the day and year first above written.

EAST DETROIT PUBLIC SCHOOLS

MACOMB COUNTY, MICHIGAN

BY: Paul Seibert, President  
Jon Gruenberg, Vice President  
Corrinne Harper, Secretary  
Matt Vroman, Treasurer  
Jeff Allen, Trustee  
Carol Corrie, Trustee  
Kim Zuccarro, Trustee

THE EAST DETROIT FEDERATION OF TEACHERS,

AFT Local 698

BY: Lincoln Stocks, President  
Doug Ulmer, Middle Schools Vice President  
Laurie Hillebrand, Elementary Schools Vice President  
Michael Mayer, High Schools Vice President  
Dara Knill, Member  
John Costandi, Member  
Terry DeSmet Member

BOARD NEGOTIATIONS TEAM

BY: Ronald Greve, Board Attorney  
Lois Johnson, Ed.D., Assistant Superintendent

*Agreement*

*Between*

*The Paraprofessional  
Chapter of the East Detroit  
Federation of Teachers*

*and*

*East Detroit  
Board of Education*

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	RECOGNITION .....	74
II	BOARD RIGHTS.....	75
III	COMPENSATION.....	75
	3.1 Compensation .....	75
	3.2 Holidays.....	75
	3.3 Longevity .....	76
	3.4 Deductions.....	76
	3.5 Mileage .....	76
IV	GRIEVANCE PROCEDURE.....	76
V	INSURANCE .....	77
	5.1 Insurance Coverage .....	77
	5.2 Hospital, Life, Optical and Dental .....	77
VI	INDIVIDUAL SECURITY AND WORKING CONDITIONS.....	77
	6.1 Personnel File.....	77
	6.2 Work Schedule .....	78
	6.3 Posting of Job Openings. ....	78
	6.4 Duties .....	78
	6.5 Seniority/Probationary Period .....	78
	6.6 Evaluation Criteria .....	79
	6.7 LayOff.....	79
	6.8 Recall.....	79
	6.9 Union Dues.....	80
	6.10 Union Dues Deductions.....	80
	6.11 Collection of Past Dues .....	80
	6.12 Agency Shop. ....	80
VII	LEAVES .....	81

VIII	DEFINITIONS.....	81
	8.1 Definition of Full Time.....	81
	8.2 Academic Support Paraprofessional .....	82
	8.3 Media Center Paraprofessional .....	82
	8.4 Vocational Education Paraprofessional.....	83
	8.5 Special Education Paraprofessional.....	84
	8.6 General Performance .....	85

APPENDIX A:

	Salary Schedules.....	86
--	-----------------------	----

## **PREAMBLE**

This agreement entered by and between the Board of Education and the East Detroit Public Schools, Macomb County, MI, hereinafter called "the Board" and the Paraprofessional Chapter, East Detroit Federation of Teachers, hereinafter called "the Union" shall continue in force and effect until 11:59 p.m., August 31<sup>st</sup>, 2010.

## **WITNESSETH**

WHEREAS the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the East Detroit Federation of Teachers as the representative of the Paraprofessional personnel with respect to hours, wages, and terms and conditions of employment.

## **ARTICLE I RECOGNITION**

PURSUANT to and in accordance with all applicable laws of the State of Michigan, the Board hereby recognizes the East Detroit Federation of Teachers, as the exclusive representative of all paraprofessionals employed by the Board of Education of the East Detroit Public School District, in the K through 12 program, but excluding all other supervisory and administrative personnel.

## **ARTICLE II BOARD RIGHTS**

THIS AGREEMENT is not intended to abrogate the statutory powers of the school district to make reasonable rules, policies, and regulations which it considers necessary or advisable for the safe, effective, and efficient operation of the school district insofar as said actions are not inconsistent with the specific provisions of this agreement.

Furthermore, the Board reserves unto itself the right to manage and direct all the operations and activities to the full extent authorized by law for the proper establishment, maintenance, and management of the public school system and to seek injunctive relief for violations of the provisions of this collective bargaining agreement.

## **ARTICLE III COMPENSATION**

3.1 Hourly rates are as set forth in Appendix A. The Board shall provide the option of twenty-one (21) or twenty-six (26) pays for all full time employees. Selection must be made prior to the first payroll or the 21 pay option will be used.

3.2 The following will be designated as paid holidays:

Labor Day

Thanksgiving Day

One full day following Thanksgiving Day

One full day preceding Christmas Day

Christmas Day

One full day following Christmas Day

One full day preceding New Year's Day

New Year's Day

Martin Luther King Day  
Good Friday  
Monday following Easter  
Memorial Day

3.3 **Longevity:** Members of the bargaining unit who have ten (10) years experience in the system shall receive \$1000 each year, in addition to their contract salary. Members who have served twenty (20) years shall receive an additional \$1000 each year in addition to their contract salary.

3.4.1 The Board shall provide for each member of the bargaining unit payroll deductions to purchase tax shelter annuities.

3.4.2 Carriers will be limited to those having ten (10) or more employee subscribers and providing direct billing to the district.

3.4.3 Deductions will be taken in either twenty-four or nineteen pays per year with no more than two adjustments annually.

3.5 Travel mileage will be paid to those members of the bargaining unit who regularly use their personal automobile in the performance of the duties (exclusive of travel to and from their residence). Said reimbursement will be at the rate of 35 cents per mile.

## **ARTICLE IV GRIEVANCES**

Any claim by the Union or member that there has been a violation, misinterpretation, or misapplication of the terms of this agreement shall be defined as a grievance and shall be

resolved through the procedures set forth in Article IV of the East Detroit Federation of Teachers' Contract.

## **ARTICLE V INSURANCE**

### **5.1 Insurance Coverage**

Coverage of benefits within this section shall be as follows:

Employees who work an average of at least six (6) hours per day will receive 100% coverage.

5.2 Hospital insurance, life insurance, optical insurance, and dental insurance shall be provided to eligible members of the bargaining unit equal to that provided certified teaching personnel of the East Detroit Public Schools.

## **ARTICLE VI INDIVIDUAL SECURITY AND WORKING CONDITIONS**

### **6.1 Personnel File**

Upon request, employees shall have the right to examine their personnel file. Employees shall be permitted to reproduce any material in their file. Copies of all evaluative material placed in the employee's file shall be provided to the employee.

Paraprofessionals must meet the criteria set forth in applicable state and federal laws in terms of education, qualification, experience, etc.

Paraprofessionals are required to follow the collective bargaining agreement between the East Detroit Board of Education and the East Detroit Federation of Teachers.

## 6.2 **Work Schedule**

An employee who is advised not to report to work because of an emergency school closing, where the days do not have to be made up under State law, will be paid at the daily rate of pay. If State law requires the day be made up, the employee will report on the rescheduled day and will not be paid for the day when schools were closed.

## 6.3 **Posting of Job Openings**

Whenever any vacancy within the bargaining unit arises, the employer shall publicize the same by notifying each employee at least ten (10) calendar days before the vacancy is filled. In the event of an emergency, the employer may fill a vacancy on a temporary basis.

## 6.4 **Duties**

Duties of the members of the bargaining unit shall be limited to performing those tasks that supplement the instructional process under the direction of a certified staff member.

## 6.5 **Seniority/Probationary Period**

Seniority shall be based on the member's date of hire into the bargaining unit. Every new hire and re-hire shall be considered a probationary employee for the initial sixty (60) working days of their employment. Such probationary employees shall receive a written evaluation of their performance no later than sixty (60) working days subsequent to the date of hire. During such probationary period the employee shall have no rights under this agreement. Upon satisfactory completion of the probationary period, the employee shall be deemed to be a regular employee with seniority retroactive to the date of hire. An employee's seniority shall terminate when:

- a. An employee resigns or is discharged
- b. The employee fails to return from recall within fifteen (15) business days of the date of notification
- c. Retirement under Michigan Public School Employees Retirement Act

## 6.6 **Evaluation Criteria**

Paraprofessionals will be evaluated and goals for improvement will be written by the appropriate administrator, in collaboration with the paraprofessional.

6.6.1 Paraprofessionals will be observed for purposes of evaluation three (3) times per year during their first four (4) years of service to the district. Building administrators will collaborate on the evaluations with the Assistant Superintendent of Instruction or his/her designee. Paraprofessionals will be evaluated by a building administrator and/or the Assistant Superintendent of Instruction or his/her designee every three (3) years thereafter.

6.6.2 Building Administrators/Assistant Superintendent of Instruction or his/her designee will collaborate on Individual Development Plans with the paraprofessionals during the first four (4) years of employment.

### 6.7.1 **Lay-Off**

Whenever it becomes necessary to reduce the working force, employees will be laid off on the basis of seniority and specific job qualifications. Employees whose positions have been eliminated shall have the right to transfer to positions within the bargaining unit for which they are qualified, providing the person holding such position has less seniority.

6.7.2 Employees hired after September 7, 1993, shall have transfer rights only within their classification.

6.7.3 Employees to be laid off for an indefinite period of time shall have at least fifteen (15) business days notice of the layoff. The Union President shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.

## 6.8 **Recall**

Laid-off employees shall be recalled in the reverse order of lay-off. Notice of recalls shall be sent to the employee at his/her last known address by registered or certified mail. If

the employee fails to respond within fifteen (15) business days from the date of mailing of notice of recall, he/she shall be considered to have terminated his/her employment.

#### **6.9 Union Dues**

Upon filing with the employer of a written request authorizing payroll deductions signed by the employee, the Board shall during the term of this Agreement and any extension or renewal thereof, deduct Union membership dues or agency fee levied in accordance with the Constitution and By-Laws of the Union, from the pay of such employee.

#### **6.10 Union Dues Deductions**

One-tenth (1/10) of the designated annual dues or agency fee shall be deducted from an employee's salary commencing with the fourth pay period immediately following commencement of school in the fall and an equal sum for the nine (9) succeeding pays. Except as set forth in the preceding sentence, checkoff deductions shall be deducted from the first pay of the employee in the month immediately following execution and filing of an Authorization for Payroll Deduction. Such fees accompanied by a list of employees from whom the Board has made deductions and the amount deducted from each shall be forwarded to the appropriate Union Treasurer no later than thirty (30) days after the first day of November and February of each year.

#### **6.11 Collection of Past Dues**

In the event a member of the bargaining unit received a back pay settlement or award for any calendar month for which no dues or agency fee deduction has been made, a deduction for each month shall be made from such settlement or award.

#### **6.12 Agency Shop**

Each member of the bargaining unit shall be free to join or not to join the Union, and no person shall be penalized for not becoming a member of the Union.

Upon employment, each eligible candidate shall either:

6.12.1 Be a member of the Union and execute an authorization for payment of Union dues annually, or execute an authorization for payment of an agency fee in accordance with prevailing law. These dues/fees shall be paid to the Union for benefits received by the member as a result of collective bargaining and other services on his/her behalf by the Union. Such authorization shall be executed within twenty-one (21) calendar days following the presentation of the Application for Continuous Membership. The employee may opt to make an advance direct payment to the Union in lieu of payroll deduction.

6.12.2 If a member of the Bargaining Unit refuses to execute an authorization permitting deduction by the employer, the service fee will be automatically deducted from the person who refuses either to become a Union member, approve deduction of a service fee, or pay the service fee on a schedule that is approved by the Union.

## **ARTICLE VII LEAVES**

Paraprofessionals shall follow Article VIII of the East Detroit Federation of Teachers' contract regarding leaves of absence.

## **ARTICLE VIII DEFINITIONS**

### **8.1 Definition of Full Time**

Full time will be considered to be employees who work an average of at least six (6) hours per day.

## 8.2 **Academic Support Paraprofessional**

Academic Support Paraprofessionals work under the direction of the program/building administrators and teachers. Typical responsibilities include but are not restricted to the following:

1. Works with individual and small groups of students to provide direct academic support services.
2. Assists the classroom teachers with instruction of reinforcing material and/or skills as identified by the literacy coach/teacher.
3. Works with other Literacy Team members to maintain the Literacy Library.
4. Assists with the administration, scoring, recording of assessments and with data collection.
5. Maintains program records as assigned and within due dates.
6. Maintains open communication with administration, teachers, staff, parents, and students relative to programs.
7. Participates in professional development as required.
8. Demonstrates excellent reading, writing, and communication skills, and demonstrates ability to work effectively with children and adults.

Academic Support Paraprofessionals shall also possess appropriate qualities of character and experience as determined by the Board of Education.

## 8.3 **Media Center Paraprofessional**

Media Center Paraprofessionals supplement the instructional process within or outside of an instructional, educational setting, under the direction of the Media Specialist. The typical responsibilities include but are not restricted to the following:

1. Schedules use of specialized equipment, technology, programs and materials
2. Works with students and faculty in utilizing media and technology resources.

3. Works with students relative to curriculum tasks and assignments as directed by professional staff.
4. Locates, processes, maintains, repairs, and circulates media collections.
5. Keeps the professional staff informed of materials available to enhance and supplement their instruction.
6. Performs first line routine maintenance on all equipment. Schedules service and arranges for repairs, as directed.
7. Interacts with administration, teaching staff and students to develop innovative practices for the Media Center.

The Media Center Paraprofessional should have a working knowledge of computers, VCR and catalog/filing protocol. The individual shall also possess qualities of character and experience as determined by the Board of Education.

#### **8.4 Vocational Education Paraprofessional**

Vocational Education Paraprofessionals assist certified personnel in career and technology education. Typical responsibilities include but are not restricted to the following:

1. Works with individual students or small groups of students to reinforce learning of material or skills initially introduced by the teacher.
2. Assists the teacher in devising special strategies for reinforcing material or skills based on understanding of individual students, their needs, interests, and abilities.
3. Guides independent study, enrichment, and reinforcement work set up and assigned by the teacher.
4. Checks notebooks, corrects papers, and supervises testing and makeup work, as assigned by the teacher.
5. Serves as resource person to any guest teacher in the absence of the classroom teacher.

6. Informs the classroom teacher of any problem or special information about students.
7. Demonstrates appropriate reading, writing, and communication skills.
8. Works effectively with special population students.
9. Utilizes and maintains program specific career/technology equipment.

The Vocational Education Paraprofessional must have certified education and/or work experience directly related to the Career and/or Technology Program for which they are assigned. The paraprofessional must also meet State and/or Federal guidelines relative to mandated qualifications. The individual will demonstrate ability to communicate and work effectively with students. The individual shall possess the appropriate qualities of character and experience as determined by the Board of Education.

#### **8.5 Special Education Paraprofessional**

Special Education Paraprofessional assists certified special education personnel with the instruction, management and medical needs of students within an instructional setting. Typical responsibilities include but are not restricted to the following:

1. Works with students in class with curriculum tasks and assignments, guiding and helping, but not teaching.
2. Under supervision of teacher, works with the student to reinforce and master material initially introduced by teacher.
3. Establishes, as fully as possible, a supportive and working relationship with the student(s).
4. Maintains behavior management procedures and follows classroom routines.
5. Serves as a member of the IEPT (Individual Educational Plan Team) when appropriate.
6. Gives assistance relative to physical needs of student(s), as needed.
7. Serves as a resource person to any guest teacher in the absence of the classroom teacher.

8. Informs the special education teacher of any problems or special information about students(s).
9. Demonstrates appropriate reading, writing, and communication skills.
10. Works effectively with special needs children.

It is the intent of the East Detroit Public Schools to have all special education paraprofessionals certified utilizing the Macomb Intermediate School District classes and standards. Administration will pay hourly rate, mileage, and tuition for any current employees to attend. Every special education paraprofessional hired after the 1996-97 school year will be required to attend certification classes. Other paraprofessionals may request approval to attend.

Special Education Paraprofessionals shall possess the appropriate qualities of character, physical ability and experience as determined by the Board of Education.

#### **8.6 General Performance**

In addition to specific job classification responsibilities, all paraprofessionals will:

1. Follows teacher and/or administrator instructions for carrying out assigned tasks within the identified scope of responsibilities in a specific position level (see addtl. indicators for specific paraprofessional positions).
2. Follows policies and procedures established for district personnel.
3. Maintains confidentiality of all information about students and their families.
4. Uses interactive and communication methods that demonstrate respect for cultural diversity and individuality among students and staff.
5. Participates in professional and career development opportunities.
6. Uses copy machines, computers, adaptive equipment, and audio/visual technology appropriately.
7. Is punctual and maintains an acceptable attendance record.
8. Dresses in a manner consistent with their professional responsibilities.

**APPENDIX A  
SALARY SCHEDULE  
2007-2010**

	<b>Probationary Rate</b>	<b>Regular Rate</b>
Paraprofessional		
2007-08	\$12.91	\$14.61
2008-09	\$13.17	\$14.90
2009-10	\$13.43	\$15.20
Grandfathered Vocational/Media (Employees hired prior to 1987)		
2007-08		\$18.82
2008-09		\$19.19
2009-10		\$19.57

Adjustments to the above salary schedule for additional approved coursework will be made as follows.

1. If thirty (30) or more up to sixty (60) hours of approved credit has been taken and verified by the Assistant Superintendent of Administrative Services, add twenty cents (\$.20) per hour.
2. If Associate Degree is earned or additional hours beyond sixty (60) hours are earned and verified by the Assistant Superintendent of Administrative Services, add forty cents (\$.40) per hour.

All figures subject to the educational stipulations above are for full time only.

Salary improvements to the above schedule shall be equal to any percentage salary increase negotiated between E.D.F.T. and the East Detroit Board of Education for the life of this contract.

In Witness Whereof, the parties hereunto have caused this instrument to be executed the day and year first above written.

EAST DETROIT PUBLIC SCHOOLS

MACOMB COUNTY, MICHIGAN

BY: Paul Seibert, President  
Jon Gruenberg, Vice President  
Corrinne Harper, Secretary  
Matt Vroman, Treasurer  
Jeff Allen, Trustee  
Carol Corrie, Trustee  
Kim Zuccarro, Trustee

THE EAST DETROIT FEDERATION OF TEACHERS,

AFT Local 698

BY: Lincoln Stocks, President  
Doug Ulmer, Middle Schools Vice President  
Laurie Hillebrand, Elementary Schools Vice President  
Michael Mayer, High Schools Vice President  
Dara Knill, Member  
John Costandi, Member  
Terry DeSmet, Member

BOARD NEGOTIATIONS TEAM

BY: Ronald Greve, Board Attorney  
Lois Johnson, Ed.D., Assistant Superintendent